

CONTRACT

Between

CITY OF EUGENE

and

**AMERICAN FEDERATION OF
STATE, COUNTY
AND MUNICIPAL
EMPLOYEES
Local 1724**



Effective through June 30, 2007

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AGREEMENT AND PURPOSE

THE PARTIES to this Agreement are the City of Eugene and the American Federation of State, County, and Municipal Employees (AFSCME), Local 1724, hereinafter referred to as the "City" and the "Union" respectively. The purpose of this document is to establish full and complete agreement between the parties relating to wages, hours, and other terms and conditions of employment.

WORKING RELATIONS

The parties have discussed strategies to improve employee relations, organizational productivity, job flexibility, and employee involvement in organization decision-making. Both parties have agreed to consider the following principles as part of the framework for their working relationship:

- Flexibility in job roles and assignments which respects a secure bargaining unit status for AFSCME and respects individual roles and interests of exempt employees.
- Supportive attitudes that represent cooperation and mutual respect for the bargaining unit role in the City organization and for the management role in the City organization. This should result in mutual problem-solving and reduced reliance on third-party intervention. It should also result in the parties citing policies and contracts to employees as a mutually accepted framework rather than to blame one of the parties or the policy or contract for why we make certain decisions. The parties agree to process disagreements respectfully and consistently with the notion of partnership.
- Openness to exploring alternative pay structures and to discussing what the appropriate pay and benefit distinctions between exempt and AFSCME-represented positions should be.
- An effective, mutually defined approach to employee involvement in organizational decisions. The agreement on employee involvement should define the City-Union business partnership, key responsibilities in communications, and understanding of various City business processes, financing, and service concerns. It should also result in a more productive work process for employees who provide municipal services.

Article 1 RECOGNITION

- 1.1 The City recognizes the Union as the exclusive bargaining agent for all employees except those represented by International Association of Fire Fighters (IAFF), Eugene Police Employees Association (EPEA), or International Alliance of Theatrical Stage Employees (IATSE); those employees who are supervisory or confidential as defined in ORS 243; and those employees who are temporary or exempt managerial. Disputes concerning managerial exempt status or whether City employees are appropriately considered temporary shall be resolved under the Mediation-Arbitration Agreement process of November 27, 1985, as described in Appendix D. Any other disputes over unit status will be submitted to the Employment Relations Board (ERB).
- 1.2 The definitions to be applied in deciding whether a position should be included in the AFSCME unit or whether it should remain non-represented are attached to this Agreement as Appendix B, Unit Clarification.
- 1.3 Probationary employees have no access to the grievance procedure for issues involving discipline, discharge, or seniority.

Article 2
EMPLOYEE RIGHTS

- 2.1 Employees shall have the right to self-organization, to form, join, or assist labor organizations, and to bargain collectively through representatives of their own choosing with respect to wages, hours, and other terms and conditions of employment.
- 2.2 This Agreement shall apply equally to all members of the bargaining unit regardless of color, gender, age, disability status, marital status, sexual orientation, race, national origin, or political affiliation. Disputes arising under this provision for which there is legal remedy may be processed through the grievance procedure but are not arbitrable. Disputes arising under this provision for which no legal redress exists are arbitrable. The Union and the City shall equally share the responsibility for upholding this provision of the Agreement.

Article 3
UNION SECURITY AND CHECK-OFF

- 3.1 The City and the Union agree to a "fair-share" agreement for all employees in the bargaining unit who have not joined the Union within thirty-one (31) days of employment. The Union agrees to hold the City harmless against claims resulting from this fair-share agreement.
- 3.2 Inasmuch as it is required that the Union represent every employee within the bargaining unit, making each employee a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process. The cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Union. This amount shall be deducted each pay period from each Union member and each non-Union member's compensation and remitted each pay period in the aggregate, as directed by the treasurer of the Union.
- 3.3 The Union treasurer will certify to the City the amount to be deducted as the pay period dues approved by the members of the Union.
- 3.4 A like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization form requesting Union membership dues deduction.
- 3.5 The City will discontinue dues deductions when an employee leaves the bargaining unit, due to either a position change or termination. An employee terminating prior to the end of a pay period will not be subject to dues or a like amount in lieu of dues deduction for that pay period.
- 3.6 Employees who are members of the Union on the date of ratification of this Agreement, or who become members subsequently, shall maintain such membership during the term of this Agreement. However, employees may terminate such membership by notice in writing to the Union President. Employees exercising this right shall be subject to fair-share payments through payroll deductions.
- 3.7 If an individual employee has an objection based on bona fide religious tenets or teachings of a church or religious body of which she or he is a member, she or he must inform the City and the Union of her or his objection. The employee will meet with the representatives of the Union and establish a mutually satisfactory arrangement for distribution of the contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

- 3.8 The City will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check-off, an updated list of eligible members of the bargaining unit will be delivered to the Union, along with a list of all members paying dues in the previous pay period, a list of bargaining unit members on leave without pay, a list of new hires, and a list of terminating employees.

Article 4 MANAGEMENT RIGHTS

- 4.1 The City shall retain the exclusive right to exercise the customary functions of management, including but not limited to, the right to direct the activities of the department; the right to determine the levels of service and methods of operation, including subcontracting and the introducing of new equipment; the right to hire, layoff, transfer, and promote; the right to discipline or discharge for just cause; the right to determine work schedules and assign work; and, any other such rights not specifically referred to in this Agreement. The City shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

4.2 **CONTRACTING OUT OR SUBCONTRACTING WORK**

- a. Should the City consider contracting out or subcontracting work which will directly result in the layoff of employees or the reduction or elimination of a position covered by this Agreement, the City shall notify the Union in writing and provide information necessary to evaluate the proposal. If the Union has properly notified the City of its intent to bargain, the City agrees not to implement such decision until forty-five (45) days from such notice or to layoff any employee until one hundred (100) days have elapsed from the City's notice. Good faith bargaining is deemed to be completed when the parties reach agreement, or twenty (20) days after receipt of the fact finder's report. In either case, the parties intend that such procedures be completed within a one hundred twenty (120) day period after the Union's notice of intent to bargain, and agree to make every effort to do so by following the schedule outlined below as closely as possible.
- b. The City will provide notification of all positions potentially being eliminated in the bargaining unit when existing bargaining unit work is being considered for contracting out. The Union will have opportunity to present alternatives to the City at a point prior to the decision to contract out.
- c. **TIME PERIOD:** This section does not apply in cases of emergency.

<u>TIME PERIOD</u>	<u>BARGAINING STAGE</u>
Up to 30 days	Bargaining
Up to 30 days	Mediation
Within 30 days	Fact Finding Hearing
Within 10 days	Fact Finder's Report
20 days	Waiting Period

- 4.3 The parties agree to meet and discuss any concerns regarding the positions covered by this Agreement if requested by either party.
- 4.4 City exempt employees shall not on a regular basis perform work regularly performed by employees in the bargaining unit which would result in the loss or reduction of a bargaining unit position.

Article 5
SERVICE DELIVERY AND EMPLOYEE INVOLVEMENT

5.1 The delivery of municipal services to the community in the most efficient and effective manner is of paramount importance to both the City and the Union. Optimizing service delivery to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. The parties may agree to meet at mutually convenient times to discuss means of improving service effectiveness.

5.2 **JOINT LABOR MANAGEMENT RELATIONS COMMITTEE**

- a. The parties agree to maintain a Joint Labor Management Relations Committee (JLMRC) to discuss ongoing labor-management issues and to provide input and recommendations to the City Manager and Executive Managers on matters of mutual interest which would serve constructive purposes to prevent or eliminate grievances, increase effectiveness, increase employee morale, or affect the health and safety of employees. Issues with broad organizational impact may be referred by either party to the JLMRC. Issues specific to a single department should be processed first in the department prior to being brought to JLMRC.
- b. The committee shall consist of an equal number of participants, not to exceed three (3) on each side. At least two (2) of the Union's representatives shall be Executive Board members. The Management representatives shall consist of a Division Manager, the Human Resource and Risk Services Director, or her or his designee, and another manager or supervisor. Either party may call for a meeting of the committee at a mutually convenient time and place, and such meeting shall be scheduled within ten (10) working days. Topics for discussion shall be exchanged prior to any meeting and either party may refuse to discuss any matter. The JLMRC shall have no authority to amend the expressed terms of this Agreement unless otherwise agreed by the parties.
- c. Other than subcontracting issues addressed in Article 4.2, the JLMRC shall develop a process to monitor and review proposals for the transfer of bargaining unit work out of the bargaining unit and to monitor and review existing contracts with the City that perform bargaining unit work which may more effectively be done by bargaining unit employees. This provision does not abrogate the parties' rights under this Agreement.
- d. The JLMRC shall develop a process to monitor and facilitate employee/management participatory groups concerned with improving organizational effectiveness.

5.3 **SERVICE IMPROVEMENT**

- a. Whenever the City, a department, or a division forms an internal group to address service improvement, this group should include at least one (1) represented employee. The represented employee should be a core service employee from the functional area responsible for the affected service. For purposes of this Article, service improvement is defined as optimizing the efficiency and effectiveness of service delivery. These groups do not include ongoing operational committees, such as the Fleet Board or the Facilities Board. Service improvement activities include but are not limited to continuous process improvement, systems redesign, and systems analysis.
- b. It is expected that the represented employees involved in service improvement groups will inform the Union of the process. The City will notify the Union if a service improvement group will address broad organizational issues or affect multiple work sections and the Union may request representation in the group.

- c. The City encourages employee input and involvement in efforts to improve the efficiency and effectiveness of work processes and programs. Informal verbal suggestions may be made by any employee to her or his supervisor, an appropriate manager, or the JLMRC. A specific written suggestion should receive a written response within fifteen (15) working days. Timely supervisory feedback to suggestions is necessary to support employee input.
- d. The Union and the City agree that employee involvement activities will not be used to address employee grievances, to alter the provisions of this Agreement, or to resolve any matter about which the City and the Union are legally obligated to collectively bargain, unless both parties specifically and mutually agree to do so.

Article 6

NO STRIKE--NO LOCK OUT

- 6.1 The Union agrees that, during the term of this Agreement, neither the Union nor any bargaining unit employee shall take part in, call, sanction, foster, or support any strike, work stoppage, picketing, boycott, slowdown or any other interruption of, or interference with, the City's operations or services. The City will not lock out employees during the term of this Agreement, provided that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.
- 6.2 Should a strike, slowdown, picketing, boycott or other interruption of work occur, the City shall notify the Union in writing of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union shall respond to the City's request in writing immediately after receipt of such notice.
- 6.3 Upon receiving notice of a strike, slowdown, picketing, boycott or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.
- 6.4 In the event employees participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this Article, the participating employees shall be subject to disciplinary action which may include discharge without recourse to the grievance procedure except to determine whether the act in question constitutes a violation of this Article.
- 6.5 Actions for monetary damages arising from alleged violations of this Article shall be enforceable in accordance with the decision reached in circuit court and shall not be subject to any grievance and/or arbitration provision set forth in this Agreement.
- 6.6 Employees covered by this Agreement are not required to perform the duties of employees of another public agency while that agency is engaged in a strike recognized by the Union, unless there is an emergency where the City deems a threat to public health and safety exists.

Article 7

UNION REPRESENTATION

- 7.1 Designated Union representatives shall be allowed reasonable time off without loss of pay during their normal working hours for the purpose of meeting with the City for negotiations, grievances, JLMRC, investigatory interviews, Benefits Study Group, and other similar purposes. In addition to

the time spent meeting with City management, representatives may be allowed reasonable time off without loss of pay, generally no more than thirty (30) minutes, during normal working hours immediately prior to a grievance hearing or investigatory interview, if required to prepare for the meeting with the involved employee. No overtime will be incurred as a result of the time spent for these purposes.

- 7.2 The City will allow three hundred twenty five (325) hours per fiscal year for designated Union representatives to perform representational activities related to Union business such as grievance preparation, preparation for discipline matters, and Union Executive Board and steward meetings and representational training, so long as their absences do not hamper the normal operations of the department. If the maximum allowable hours are reached within a fiscal year, the City agrees to meet with the Union and discuss additional hours being granted.
- 7.3 Full-time Union representatives who attend scheduled bargaining sessions outside their regularly scheduled hours will be allowed to flex-time, on an hour-for-hour basis, for any part of the formal session that occurs before or after their shift hours, unless there is an operational requirement that precludes allowing the time off. No overtime will be incurred by the City as a result of time spent at the table or flexed as a result of bargaining time. Flex-time will be given only for those bargaining sessions that occur on a regularly scheduled work day for the employee. The City may allow part-time Union representatives to flex their schedule, upon request.
- 7.4 Designated union representatives shall meet with their supervisors and develop a work schedule that will indicate the time during the work day or week the union representative will conduct representational activities. It is understood that urgent matters may arise that necessitate changes to the work schedule.
- 7.5 Reasonable notice shall be given to the appropriate supervisor of the representative's time away from her or his duty assignment. Where the time cannot be granted due to operational necessity, reasonable alternatives shall be provided. Any time taken under Article 7.1 or 7.2 must be reflected on the time sheet with the appropriate designated Union activity code. Activities under section 7.1 (meetings with management) are coded as 621020. Activities under section 7.2 (Union business) are coded as 621030.
- 7.6 Union representatives who are entering a City work site to meet with a union employee, during the employee's working hours, for representational purposes shall notify the appropriate supervisor prior to doing so.
- 7.7 Employees involved in a grievance or a discipline will be allowed reasonable time during work of up to one (1) hour to meet with their Union representative if the employee or Union representative has obtained prior approval from the employee's supervisor. Where the time cannot be granted, the supervisor will provide another reasonable alternate time if operations permit.
- 7.8 The Union will be allowed use of reasonable space on designated City bulletin boards located in conspicuous places available to employees to post information regarding Union business.
- 7.9 Employees requesting leave for reason of paid or unpaid Union appointments, or to attend Union functions other than those listed above, are eligible for consideration for leave without pay. When such time off is used, normally notice of no less than five (5) days will be given. Nothing in this Article is intended to prevent approval of time off with less than five (5) days notice if no conflict with departmental operations exists. Designated Union employees who take leave without pay for Union business for fifteen (15) calendar days or less will receive leave accruals at their current rate for all hours on leave.

- 7.10 Union representatives may request an extended leave of absence without pay for up to twelve (12) months to participate in Union activities. The City will not unreasonably deny the requests. No more than one (1) representative from a work section or two (2) representatives from the entire unit will be granted leave at the same time. Upon return the employee shall assume the same position he/she held previous to the leave with no loss of seniority.
- 7.11 The Union will provide the City with a list of officers, stewards, and authorized Union representatives whenever changes are made to the current list or upon request.
- 7.12 Designated Union representatives may use the City's telephones, electronic mail, and fax machines without cost when it is the most expedient and efficient manner in which to communicate on immediate issues between themselves about representational matters and with parties involved in grievances and disciplines. Union representatives may also use City copiers under the same circumstances as mentioned above. However, they must pay the designated charge and use a City copier which has been specifically designated for personal copies. Additionally, the Union may use the City's e-mail as designated below, provided they maintain appropriate email distributions lists to do so.
- a. The Union may use the City's e-mail system for the following purposes, if the communications are done in a respectful and factual manner:
 - 1) To communicate with management;
 - 2) To establish meetings with management and bargaining unit members of mutual interest regarding matters of labor relations or related topics;
 - 3) To inform bargaining unit members involved of the status or outcome of grievances;
 - 4) To inform all bargaining unit members of elections, contract ratification votes, or union meetings; and,
 - 5) To inform bargaining unit members of matters of interest regarding the good and welfare of bargaining unit members, as long as it does not violate legal requirements for confidentiality or compromise an individual's rights of privacy. The Union must obtain prior approval from the Human Resources and Risk Services Director or the Human Resources Manager before sending emails of this type.
 - b. The Union will comply with all of the City's policies on use of work time and City equipment, when utilizing the equipment as allowed in this provision.
 - c. The Union recognizes that the City's email system is the exclusive property of the City, and that any communications or files generated or distributed by the Union on that system may be accessed by the City according to the City's general policies.
 - d. The Union will not use e-mail to provide political information, solicit support for political causes, raise funds for political purposes, sell, purchase, or trade private items or property, or raise funds for any purpose.

Article 8
OUTSIDE EMPLOYMENT

- 8.1 Employees employed other than with the City must, as soon as reasonably practicable, advise the City of such employment on forms provided by the City for that purpose. For purposes of this Article, employment includes all paid employment, on-going self employment, volunteer firefighter, and reserve law enforcement officer. The completed form is to be turned in to the immediate supervisor. Such employment must:
- a. In no way detract from the efficiency of the employee in City duties;
 - b. In no way be incompatible with or a discredit to City employment;
 - c. For full-time employees only, not take preference over extra duty required by City employment; and
 - d. Not create a conflict of interest with the employee's City employment.
- 8.2 It is also understood that:
- a. Workers' compensation benefits through the City will not be received for illnesses or injuries resulting from outside employment;
 - b. Under no circumstances may City equipment or resources be used in outside employment; and,
 - c. An employee cannot be a contractor or a sub-contractor on City projects, unless an exception is granted by the City.
- 8.3 The City may, with reasonable grounds, revoke permission to hold outside employment at any time.

Article 9
SENIORITY

- 9.1 **DEFINITION**
Seniority means a regular employee's length of continuous service with the City in the bargaining unit since her or his last date of hire. If two (2) or more employees start on the same date, their order of seniority shall be determined by lot. Once determined by lot, the employees' relative seniority shall be fixed.
- 9.2 **LOSS OF SENIORITY**
- a. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. If an employee is on leave without pay for fifteen (15) calendar days or more, her or his hire and seniority dates will be adjusted to reflect the deduction of the time of leave without pay.
 - b. No employee shall lose already accrued seniority because of on- or off-the-job injury or illness and, upon returning to work for the City, shall have seniority credit for previous service in the bargaining unit restored. Any bargaining unit employee who is off work due to a valid workers' compensation claim, qualifying Family Medical Leave, Union leave, military leave, or other statutory protected leave shall continue to accrue seniority so long as the employee is still on

an approved leave of absence without pay from the City. The provisions of this section shall be retroactive for all current employees.

- c. Employees who leave the bargaining unit for another position with the City shall have seniority credit for previous service in this bargaining unit restored upon returning to work in the bargaining unit. Employees are prohibited from bumping back into the bargaining unit but may return to a vacant position.
- d. Former employees who are rehired by the City within sixty (60) days of terminating employment will have their bargaining unit seniority date reinstated. They will not receive seniority credit for the time they have been gone from the City.

9.3 SENIORITY LIST

A seniority list of the bargaining unit, sorted by classification, shall be posted in conspicuous places available to employees. The revised seniority lists will be prepared on July 1 of each year and updated on January 1 of each year. The Union will be provided with a quarterly updated seniority list.

9.4 SENIORITY PREFERENCE

- a. In instances where employees are being given a preference by the City in work assignments and where employees' skills in the required areas and individual performance records are equal, employee career development plans and seniority will be considered in making assignments.
- b. Preference in vacation scheduling, extra days off, shift selection, or other choices given by a department to the members of the bargaining unit shall be by seniority unless there is a valid business necessity for doing otherwise. The Union will be notified if an exception to seniority is being made or if there is a change proposed in a current established, written procedure that defines shift bidding within a work unit or section.
- c. In an instance where the City determines that two (2) or more employees are equal in performance, fitness, and job skills relative to a bargaining unit position, the City agrees to recognize and consider established career plans and seniority as factors in determining promotion or permanent transfer from one position to another. A bargaining unit employee applying for promotion or permanent transfer to another classification, who is not granted an interview for that position, will be given an explanation regarding why no interview was granted.

Article 10 PROBATIONARY PERIOD

- 10.1 An employee who has not completed twelve (12) months of continuous employment shall not be considered to have seniority, shall not be considered a regular employee, and shall have no recourse if terminated. If an employee is absent from work for more than a total of eight (8) weeks during their probationary period, the employee's probation may be extended for a commensurate period of time. If the City chooses to extend the probation, the employee and the Union must receive written notice prior to the end of the probationary period.
- 10.2 An employee on probation shall receive a written performance appraisal at six (6) months and twelve (12) months. In addition, the employee should receive informal feedback, at a minimum, at three (3) and nine (9) months, with written documentation to the employee that this has occurred.

- 10.3 Employees who promote or transfer to another classification shall serve a probationary period equal to that which a new employee would serve. If the City determines that a promoted or transferred employee fails to meet the requirements for the new position at any time during their probation, the employee shall return to the previously held classification or position provided she or he is qualified and has greater service in the classification than the employee they would displace. A promoted or transferred employee shall have access to the grievance procedure for all grievable issues except for issues involving the City's determination that the employee fails to meet the requirements of the new position.

Article 11

WORK FORCE REDUCTIONS

11.1 WORK FORCE REDUCTIONS

- a. The City is committed to making every reasonable effort to avoid laying off employees.
- b. A layoff is defined as a separation of a non-probationary regular employee from the City due to the elimination of a position or a reduction of the regularly established hours for a position from full-time to part-time by the City. Generally, temporary and initial hire probationary employees who are doing the same or lower level work within the job family, within a department, will be terminated prior to the layoff of regular non-probationary employees unless there is an operational need that dictates otherwise. The City will notify the Union if it is proposing an exception be made to this guideline.
- c. The City recognizes the need for prompt notification to the Union regarding potential work force reductions and the advantage of discussions with the Union to solicit their suggestions and alternatives to layoff or other service reductions in time for them to be given due consideration. Unless there are extenuating circumstances, the City will give at least two (2) weeks notice to the Union prior to giving layoff notices to any bargaining unit members.
- d. Nothing in this Article is intended to restrict the prerogative of the City to determine the financial necessity of service reductions, the form of the reductions, the elimination of positions, or the location or duration of layoffs.

11.2 TRANSITION PERIOD

- a. The City will make every reasonable effort to predict the need for workforce reductions and layoffs sufficiently in advance of the effective date to allow for transition planning, voluntary movement, placement assistance, hiring freezes, and other similar strategies which may minimize the number of layoffs. The appropriate time frame needed will be determined by the number of layoffs anticipated and the predictability and complexity of the situation precipitating the layoffs. The transition period will not exceed six (6) calendar months.
- b. Whenever the City is anticipating layoffs of AFSCME employees, the transition assistance plan which has been developed to provide resources to employees who may be affected by the workforce reductions will be reviewed and revised by the City with the participation of the Union.
- c. As soon as specific positions have been identified for layoff, vacant bargaining unit positions will be filled first through voluntary transfer and demotion processes. It is understood that only the least senior employee(s) in the classification in the work section of the position will be affected first. If eight (8) or more employees are in bargaining unit positions which are being eliminated, all vacancies will be first posted for only AFSCME employees who qualify for

transfer or voluntary demotion. If less than eight (8) employees are in positions being eliminated, the background of the employees in the positions identified for layoff will be reviewed and, if they meet the qualifications for the position and are eligible, they will be referred for transfer or voluntary demotion. If all else is equal, seniority will be the deciding factor in placement under this provision.

- d. When eight (8) or more employees are in positions which are being eliminated within the bargaining unit and a bargaining unit vacancy has not been filled by a voluntary transfer or demotion, the position will be posted internally and opened to all current, regular City employees prior to an external recruitment. Exceptions may be made to the requirement to post a position internally if the vacancy is in a classification that has unique qualifications, such as a certification or education, which is not likely to be found internally. The Union will be notified prior to any bargaining unit vacancy being posted externally during this period.
- e. Because it is difficult to predict the exact circumstances of different workforce reductions, Article 11.2.c. and d. above, specifically the number of employees that determine when positions will be posted, may be modified by mutual agreement of the City and the Union.
- f. If an employee accepts a voluntary demotion during this period, she or he will retain her or his current salary unless it is above the pay range for the classification. In that case, the employee's salary will be red-circled, or frozen, for twelve (12) months from the date of the job change. At the conclusion of the twelve (12) months, the employee's salary will be reduced to the highest step of the range.
- g. Employees who accept a voluntary transfer or demotion in accordance with these provisions will not serve a new probationary period.
- h. In filling vacant positions, the City and the Union acknowledge that employees who must be accommodated based on legal requirements, such as Workers' Compensation or the Americans with Disabilities Act, or who have a right to the position due to a claim settlement, court order or the recall provisions of this Agreement will have priority over employees voluntarily moving during a layoff period.

11.3 DISPLACEMENT

Displacement is the lateral movement of an employee to another position in the same classification or at the same salary range within a job family. When the incumbent of the job that is being eliminated is not the least senior employee in the classification, the more senior incumbent employee will displace the least senior employee. If there are multiple classifications at the same pay range within the job family, displacement may occur across classifications. The procedures outlined for bumping in Section 11.4.c and 11.4.d will also be followed for displacement.

11.4 BUMPING

- a. In the event of a layoff, employees to be laid off from a job classification may elect, within seven (7) days of written notice, to bump into a lower classification within the job family for the classification so long as the employee:
 - 1) meets the minimum qualifications for the position and passes any specific qualifying criteria required for the position, such as a background check;
 - 2) possesses any special skills which have been previously identified; and
 - 3) is bumping someone less senior.

- b. A listing of job families to be used for purposes of this Article is attached in Appendix G.
- c. Employees eligible to bump may forego that option and elect to be laid off.
- d. When the bumping options include more than one classification at the same pay range, the employee may bump to the position held by the least senior employee in all of these classifications.
- e. When a employee is bumping a less senior employee in accordance with this provision, she or he will not be required to accept a position of a different full-time-equivalency (FTE) status (e.g. full-time or part-time) if there is one available of the same status which is currently held by a less senior employee in the class. Employees may also choose to bump into a lower classification in the job family rather than change status.
- f. If multiple positions are eliminated within a classification (or multiple classifications if they are within the job family and at the same pay range), the bumping will be administered in seniority order with the most senior employee whose position is eliminated bumping the least senior employee in the class and the second most senior employee whose position is being eliminated bumping the second least senior employee in the class, etc. The only exception to this is situations where the FTE status of the employees is different, as described above in Article 11.4.e.
- g. If more than one employee is subject to layoff at the same time, the seven (7) day election period for exercising bumping rights will occur simultaneously for all employees affected by potential layoffs.
- h. In the event an employee is placed in a lower classification in lieu of layoff, she or he will retain her or his current salary unless it is above the pay range for the classification. In that case, the employee will be placed on the highest step of the range.
- i. There shall be no probationary period for employees who bump into a position in a different classification in lieu of layoff.

11.5 SPECIAL SKILLS

Special skills for the purposes of this Article are defined as advanced skills, training, or knowledge which is not readily attainable by, or available to, other employees in the same classification and which cannot generally be obtained within a reasonable period of time. The reasonable period of time must be no less than three (3) months. If the City is going to claim special skills within a classification, they must notify the Union in writing at least six (6) months in advance of any notice of potential layoff and explain the basis for the special skill designation.

11.6 LAYOFF

- a. Layoffs shall be done by classification (or classifications if there are multiple classifications at the same pay range within a job family) on the basis of the inverse order of seniority, unless there is a special skill that justifies doing otherwise.
- b. Except in the event of emergency, no fewer than thirty (30) days notice will be given to employees who are identified for layoff.

11.7 SEVERANCE

Employees who have completed sixty (60) months of continuous service and who are laid off will receive one (1) week of severance pay at their current rate of pay for each full year of continuous

service to the City. However, those employees who volunteer for layoff will be limited to no more than eight (8) weeks of severance pay. Severance pay will be given in addition to any other pay to which the employee is entitled. If an employee is recalled to the City within a time period from the date of layoff that is fewer weeks than the weeks of compensation received for severance pay, she or he must reimburse the City for a pro-rated portion of the severance pay, based on the length of time she or he has been away from City employment and the number of weeks of severance pay she or he received. A written notice of this requirement will be provided to the employee at the time of separation.

11.8 RECALL

- a. Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. Employees' seniority will be protected for this period of time and if they are recalled, their original seniority date will be restored.
- b. Employees who have demoted, bumped, or moved to a position with a different status as a result of a workforce reduction, or who have been recalled to a different classification or status than the one held prior to layoff, will have the right to be recalled to their previously held classification and/or status for a period of five (5) years from the original placement or layoff date.
- c. Part-time employees whose hours were reduced as a result of a workforce reduction will have the right to be recalled to a position in their classification at their previous hours for a period of five (5) years.
- d. Employees will be recalled in seniority order, without regard to the reason they have been given recall rights.
- e. The employees eligible for recall to a specific classification will be sent notice in seniority order, by certified mail, to their last known address. To qualify for recall, a employee who receives notice must contact the City's Human Resources' office within seven (7) calendar days. Any employee who does not respond or turns down the offer will forfeit recall rights.
- f. If there are no employees eligible for recall to the classification to be filled, any employees on the recall list who qualify for a voluntary demotion or transfer into the position will be offered the recall opportunity. Notice will be sent to all eligible employees as specified above. The most senior employee who expresses interest in the position within the seven (7) calendar day period will be recalled.
- g. Full-time employees who accept part-time employment in lieu of layoff shall retain recall rights to full-time employment. Part-time employees who accept full-time employment in lieu of layoff shall retain recall rights to part-time employment.
- h. If employees are recalled to, or decline recall to, a different classification or a position with a different status (part-time or full-time) than they had prior to layoff, they will remain on the recall list for the classification or status held prior to layoff only.
- i. Employees who are recalled to a classification other than one previously held, or within the job family for that classification, will serve a new probationary period. Employees who are laid off prior to the completion of their probation and are recalled to the same classification must complete their probation.

- j. All employees on the recall list are responsible for notifying the City's Human Resources' office if they have a change in address or phone number. Updated application information should also be sent to the Human Resources' office.
 - k. Any employee who has been laid off and subsequently recalled will have her or his sick leave bank restored.
- 11.9 Any disputes arising out of the bumping, layoff, or recall procedures may be submitted to an expedited grievance process at step 3 of the grievance procedure.
- 11.10 **NEW EQUIPMENT**
If the City anticipates a reduction in force due to the introduction of new equipment, the City will consult with the Union regarding reasonable methods to place affected employees in positions for which they are qualified before implementing the layoff procedure.

Article 12 POSTING OF JOBS

- 12.1 The City shall regularly post all vacancies it intends to fill through a competitive process. Should the City determine not to fill a vacancy in the bargaining unit through the competitive process, notice of how the position will be filled shall be provided to the Union. Postings shall be distributed electronically to all bargaining unit members or posted on bulletin boards located in conspicuous places available to employees in areas where employees do not have easy access to e-mail. Positions shall be posted for a period of at least five (5) consecutive work days. The City shall notify the Union of the supervisor of a posted position upon request.
- 12.2 If a promotional position has been posted externally and the posting will be relied on to fill an additional position in another division, not identified on the original posting, the new position will be posted internally for a minimum of one week and any additional internal applicants will be considered along with applications already received.
- 12.3 Employees have the right, upon inquiring, to be informed of the specific criteria that will be used for selection, including the areas of knowledge and the skills that will be tested. Employees who are unsuccessful shall also have the right, upon request, to feedback on their performance in the selection process.
- 12.4 Complaints arising under this Article concerning selection are not grievable under Article 34 of this Agreement.

Article 13 EXISTING BENEFITS/WORK RULES

- 13.1 Nothing in this Agreement is intended to nullify existing wage or other economic benefits to employees under current policies, practices, and work rules, unless specifically included in this Agreement. To the extent that any proposed changes in work rules or working conditions consist of or affect mandatory subjects of bargaining, the City agrees to collectively bargain the mandatory negotiable aspects of the change(s).
- 13.2 Nothing in this Agreement is intended to restrict the right of the City to adopt, change, or modify reasonable work rules or procedures necessary for the safe, orderly, and efficient operation of City

services. The City agrees to provide a copy of new or revised work rules to the Union and employees covered. For changes on permissive subjects of bargaining, the City and the Union acknowledge the mutual objective of involving employees voluntarily in those decisions that affect their work environment. The City agrees to consider reasonable alternatives to new or existing work rules and policies proposed by the Union and/or affected employees, and, when feasible, to attempt to reach consensus through facilitated group process. The City and the Union agree that the JLMRC is the appropriate forum to provide Union input and recommendations on changing existing or developing new work rules and policies affecting a significant portion of the bargaining unit.

Article 14 **ACTING-IN-CAPACITY**

14.1 ACTING IN CAPACITY PAY

- a. Any employee designated to act-in-capacity (AIC) in a higher position than her or his regular classification for one full shift (8 or 10 hours) or more, or the equivalent number of hours within a pay period, shall receive a one step increase in pay for all hours worked in that capacity, except for the AIC assignments specified in 14.8 below. Employees involved in a specified training program will not receive AIC pay (see 14.11 below). An employee working out of classification shall receive an increase to the next step that gives her or him at least a three and three-quarter percent (3.75%) increase, but no less than the first step and no more than the top step of the classification in which they are working.
- b. If an employee is not assuming the full duties of another classification but is doing duties that are a substantial change from his or her regular duties, such as assuming lead worker duties when no lead worker classification exists, the employee will be given the equivalent of a one (1) step increase. Wastewater Technician 2s designated as lead workers shall receive a premium of five percent (5%).
- c. When an employee is designated to work an acting-in-capacity (AIC) assignment for more than one (1) full pay period, her or his base rate of pay will be adjusted and she or he will receive AIC pay for all paid hours during the duration of the assignment, unless the employee works extra hours or overtime unrelated to the AIC assignment.
- d. If an employee is designated to work in an AIC assignment for one pay period or less, she or he will receive AIC pay for all hours worked in the AIC capacity and any paid leave during the assignment that is less than a day. Any leave hours of one full day or more will be paid at the employee's regular rate.
- e. If there is a circumstance that requires an employee to work AIC on a regular, recurring basis that does not meet the hours threshold listed above, the City agrees to discuss the situation with the Union and consider appropriate compensation for the additional duties assigned.

14.2 An employee who is appointed to act in the capacity of a supervisor remains a member of the bargaining unit, but shall assume all the duties of (except discipline and discharge) and be subject to the working conditions of other supervisors of similar rank for the duration of the appointment.

14.3 All AIC assignments shall be made by a supervisor within the organizational structure where the work is to be performed. AIC assignments cannot be assumed voluntarily by an employee. Lead workers do not have the authority to make such assignments.

- 14.4 When practical, AIC assignments should be made in writing in advance. Regardless of how the assignment is made, the supervisor should make clear to the employee the duties to be performed, the scope of authority given, and the overall expectations for the AIC assignment.
- 14.5 Prior to making an AIC assignment, supervisor should consider other alternatives such as career development, job share, rotating the job among several employees, or involving other affected employees in the same work unit to determine if the work can be done without an AIC.
- 14.6 Once a decision has been made to make an AIC assignment, supervisors shall have discretion when choosing an employee for an AIC assignment. Supervisors should take into consideration the unit's need for cross-training, each individual employee's job skills and interests, the opportunity for growth or reward, and seniority. For AIC assignments projected to last longer than three (3) months and for repeated AIC assignments, supervisors should attempt to fairly distribute AIC opportunities among all qualified, available employees in the work section unless there is a valid business reason for not doing so.
- 14.7 An AIC assignment can be made in a variety of circumstances including, but not limited to, when there is a position vacancy, when another employee is on leave, or when a special project arises requiring a higher level of skill.
- 14.8 AIC pay shall also be paid for all time worked when an employee is assigned to operate a piece of equipment designated as the responsibility of a higher classification level or to do a task that requires a license or certification not required for her or his classification but specified at a higher classification level.
- 14.9 It is not necessary that the employee be assigned all the duties of a higher level job; however, the duties to be performed must represent a substantial change in the scope and level of responsibility over the employee's regular duties. Supervisors may confer with Human Resources if necessary in making this determination.
- 14.10 Long term AIC assignments will be reviewed at six (6) months by the supervisor. The Union may request a list of all long term AIC assignments. Assignments normally should not last longer than one (1) year.
- 14.11 As stated in Article 14.1, employees in training situations are not eligible for AIC. This includes any type of cross-training designated by the supervisor or requested by the employee or any career development opportunity. Generally, training programs will be for a maximum of a one (1) year period. If they are going to be extended beyond one (1) year, the situation should be reviewed and notice of the extension should be given to the Union. Training assignments must be described in writing with a copy provided to the employee, stating the goals and the estimated completion time for the training assignment.
- 14.12 AIC assignments can only be made to employees who meet the minimum qualifications of the classification. If an employee is in a training situation and is not receiving AIC pay, the supervisor should clearly establish the standards which should be met for the trainee to advance to the fully qualified level. Once this level is reached and the employee is asked to continue to perform the new duties, AIC will be paid.

Article 15
SALARIES

15.1 SALARY ADJUSTMENTS

- a. Effective July 1, 2004, salaries for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A-1, which reflects a one and ninety-five-hundredths percent (1.95%) increase over the previous year.
- b. Effective July 1, 2005, salaries shall be in accordance with the schedule set forth in Appendix A-2, which reflects a two and nine-tenths percent (2.9%) increase over the previous year.
- c. Effective July 1, 2006, salaries shall be in accordance with the schedule set forth in Appendix A-3, which reflects two and forty-five hundredths percent (2.45%) increase over the previous year.

15.2 LEGISLATED COMPENSATION OR BENEFITS

During the life of this Agreement, if any new legislated compensation or benefits increase payroll costs to the City beyond those stipulated at the time of ratification, these costs shall be included as part of any salary increase scheduled under this Agreement at the time the salary increases are to become effective. "New legislated compensation or benefits" include, but are not limited to, pensions or other retirement benefits, workers' compensation or other disability programs, sick leave, holidays, or other paid leaves, uniform or clothing allowances, training, certification, or educational incentive compensation. The cost of safety-related legislated costs exclusive of workers' compensation or other disability programs shall be borne by the City.

15.3 NEW CLASSIFICATIONS

- a. Proper notice will be given when a classification not listed on the salary schedule is established if the City believes the classification is appropriately within the bargaining unit represented by the Union or if the classification is determined by applicable procedures outlined in Appendices B and D to be appropriately added to the unit. The notice shall include the classification and proposed pay range. The Union shall be afforded an opportunity to meet and discuss the matter. The Union will be supplied, upon request, with appropriate classification specifications relating to the position in question.
- b. If the Union does not object to the City's pay proposal within the next ten (10) work days, the City's proposal will be implemented. If the Union does object to the City's pay proposal, then the matter may be submitted as a grievance at Step 3. Within five (5) days of the Step 3 hearing, the parties shall meet to exchange and acknowledge single final offers of settlement of the grievances, designating the preferred salary ranges for the position in question. The decision of the arbitrator shall be limited to the selection of either final offer.

15.4 CLASSIFICATION SPECIFICATIONS

The City will provide the Union with copies of appropriate classification specifications if some question arises between the parties concerning the classification plan.

15.5 MERIT INCREASES

- a. Employees hired at, or promoted to, a bargaining unit position at step 1 of the salary range will be eligible for a one step merit increase six (6) months after the date of appointment, twelve (12) months after the date of appointment, and every year thereafter, up to the top of the range, provided they are performing at an acceptable level. Employees hired or promoted above step 1 will be eligible for an increase twelve (12) months after the date of appointment and every year thereafter, up to the top of the range, provided they are performing at an

acceptable level. Merit increases will be effective the beginning of the pay period which is closest to the employee's merit anniversary date.

- b. Employees who are denied a merit increase must be notified in writing prior to the effective date of the increase. The notice must include an evaluation of the employee's performance, clarifying the areas of deficiency. In addition, the notice should indicate the expectations for improvement and a time frame for being re-considered for the merit. Employees who are denied a merit increase may grieve the denial in accordance with the grievance procedure, outlined in Article 34, only as a Management Rights violation which is alleged to be arbitrary, capricious, or unreasonable.

15.6 RECLASSIFICATION

- a. Whenever the City determines that a reclassification of a bargaining unit position is necessary, the Union and the employee shall be notified prior to the implementation of the reclassification. If the reclassification is to a lower salary range, the Union and the employee shall be notified at least fourteen (14) days in advance and provided a copy of the proposed job description, salary range, and the proposed implementation date. The City shall meet with the Union, upon request, to discuss the proposed change. The discussions shall not abrogate the rights or procedures of the parties to this Agreement.
- b. Reclassification Upward: When an employee is reclassified to a classification with a higher salary range, the incumbent shall receive the first step of the higher classification salary range or be placed on the step that provides at least a three and seventy-five hundredths percent (3.75%) increase over the employee's current salary.
- c. Reclassification Downward: When an employee is reclassified to a classification with a lower salary range, the following shall occur:
 - 1) The incumbent employee may choose to exercise her or his displacement, bumping, and any associated rights, in accordance with Article 11.
 - 2) If the employee chooses to stay in the position or is unable to move based on her or his seniority, and the employee's current salary is within the salary range of the new classification, the employee's salary shall remain the same. If the employee's current salary is greater than the salary range of the new classification, the employee's salary shall be red-circled, or frozen, at its current level for one (1) year. After one (1) year, the employee's salary shall be moved to step 6 of the range of the new classification.
 - 3) Any employee who is demoted as a result of a reclassification will be granted recall rights, in accordance with Article 11.
 - 4) Reclassification which results in a demotion will not affect the employee's merit date.
- d. If a salary range for an individual classification is negotiated for an increase based on issues other than job changes, the incumbent employees will receive a pay increase with no change in their merit review date. If a salary range is increased for any other reason or a position is reclassified to a higher salary range, the incumbents will receive a pay increase in accordance with the contract and City policy and their merit dates will be reset.

15.7 RECLASSIFICATION REQUESTS

If an employee feels she or he has had a substantial change in duties since her or his last class review, she or he may request to her or his supervisor that her or his classification be reviewed.

The request must be in writing and outline the changes that have occurred. The supervisor will route the request to Human Resources for evaluation.

15.8 BILINGUAL PAY

- a. Employees, who are in positions that require public contact and continual eliciting and explaining of information and are in a work location where there is a demonstrated recurring need for Spanish translation in providing services to the public, will be eligible to receive twenty-five dollars (\$25) per pay period for Spanish bilingual pay. The positions qualifying for Spanish bilingual pay will be designated by the City and may be changed at any time with notice to the Union. Bilingual pay will be pro-rated for part-time employees.
- b. To qualify for bilingual pay, employees must have demonstrated fluency in Spanish and must successfully pass a fluency examination administered by the City's Human Resources Division. The City retains the right to contract out bilingual services as deemed necessary. The fluency examination will be administered quarterly for new employees or employees wishing to re-test. Employees who do not pass the examination may re-test only once per year. Employees interested in re-testing must contact Human Resources.

15.9 CLASSIFICATION REVIEW

- a. During the current fiscal year, the City agrees to conduct a classification review of the following classifications:
 - Administrative Aide series, and additionally the Recreation Facilities Office Coordinator, Stores Clerk and Box Office Specialist
 - Mechanic Series
 - Auto Service Worker
 - Engineering Permit Technician
 - Residential Plans Reviewer
- b. Upon the completion of the Administrative Aide class study, the Program Specialist A and B classifications and the Accounting Clerk series will be assessed to determine if any changes in the Administrative Aide series impact these classes.
- c. During the life of this Agreement, the City agrees to conduct a classification review of the following classifications:
 - Parking Control Officer and Lead Parking Control Officer
 - Animal Technician
 - Printing Technician 1 and 2
 - Traffic Engineering Technician 1 and 2
 - Applications Support Technician and Senior Applications Support Technician
 - Code Enforcement Inspector

Senior Program Specialist positions will be reviewed to determine if they are appropriately classified.
- d. For the purposes of market comparisons in the reviews listed above in 15.9.a. and c., the City and the Union agree to use the following jurisdictions: Beaverton, Gresham, Hillsboro, Salem, and Lane County.
- e. Human Resources will work with the JLMRC to develop the review process for these classifications, and will keep the Union apprised of the study throughout the process. Union representatives will be invited to participate in the collection of market data and analysis and the writing of the job descriptions.

Article 16
HOURS--OVERTIME

16.1 DEFINITIONS

- a. Work Day: The work day is a period of twenty-four (24) consecutive hours beginning at the employee's regularly scheduled start time. Full-time work days are defined as the eight (8) to ten (10) hour period beginning at the employee's regularly scheduled start time.
- b. Work Week: The work week is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods. The work week for all bargaining unit employees will normally be from 12:01 a.m. Sunday to midnight Saturday. The alternate work week for the Wastewater Operations Section shall be maintained during this Agreement. The beginning and ending of the work week may be changed, provided that the change is intended to be permanent and is not designed to evade overtime compensation in accordance with state and federal laws. Once the beginning and ending time of an employee's work week is established, however, it remains fixed regardless of how many hours are worked within the week. Full-time employees work forty (40) hours per week.
- c. Work Schedules: Work schedules are the work days, days off, and hours of work identified in a work week for each individual employee. It is understood that any change in the assigned hours of work, days off, work days, or work shift constitutes a change in the work schedule, except for overtime and flexible time as defined below.
- d. Part-Time Employees: Part-time employees are those who are scheduled to work at least half the available hours, but less than all the available hours, in a pay period or at least twenty (20) hours, but less than forty (40) hours, per week.
 - 1) Part-time employees will be designated in the payroll system with a specific number of regularly scheduled hours per work week. The number of actual hours will be reviewed quarterly to ensure that employees are being accurately designated for benefit purposes.
 - 2) Part-time employees may work additional hours in a different City job in either a regular or temporary position. Employees who are working in two (2) different positions are required to give notice to both supervisors regarding their employment in a different capacity.
- e. Overtime: Overtime means time worked beyond eight (8) hours per day, except as noted below in g., and contiguous with an employee's assigned work schedule; or those hours worked in excess of forty (40) hours for the applicable work week.
- f. Extra Hours: Extra hours are defined as time worked by a part-time employee beyond the regular schedule but not beyond eight (8) per day, except as noted below in g., or forty (40) per work week. Part-time employees who work extra hours with less than 24 hours notice will receive overtime for any hours assigned that are not continuous with their shift.
- g. Alternate Work Schedule: If employees work an alternate work schedule (see Article 16.5) where their regular schedule is more than eight (8) hours a day, overtime will be paid for all hours beyond the regularly scheduled hours.
- h. Continuous Operations: Continuous operations are those operations for which work is regularly scheduled seven (7) days a week, for twenty (20) to twenty-four (24) hours per day.

16.2 OVERTIME COMPENSATION AND OPPORTUNITIES

- a. Employees required by the City to work overtime shall receive overtime payment at one-and-one-half (1-1/2) times their regular base rate of pay for all time worked beyond six (6) minutes.
- b. In providing compensation to employees who have worked overtime, the City will grant the employee's preference in the granting of compensatory time at one-and-one-half (1-1/2) times the hours of overtime worked or the payment of premium pay, as specified above in a. Employees may accumulate up to one hundred twenty (120) hours of compensatory time except in those work sections where a lower cap is operationally required.
- c. Except in instances where a special project is being completed or special skills are required, every reasonable effort will be made to distribute overtime equitably among employees in a division and classification in which overtime occurs. If disagreements arise under this section and evidence exists indicating an inequity, a reasonable time will be allowed the City to adjust overtime distribution.
- d. In the event that sufficient personnel do not accept the offered overtime on a voluntary basis or in the event of an emergency situation where time is of the essence in executing the overtime work, the additional personnel, as are deemed necessary by the City, may be required to work overtime on an assigned basis.
- e. Overtime hours worked shall be authorized in advance by a supervisor. The working of overtime hours without authorization may result in discipline.
- f. Employees working two (2) hours of contiguous overtime shall receive a fifteen (15) minute break period. Employees working or scheduled to work more than four (4) hours of contiguous overtime shall receive a meal period in addition to a break period. Meals may be provided by the City, according to current policy, in unscheduled overtime situations, when the employee is not provided with enough advance notice of the overtime to make their own meal arrangements. Authorization to pay for employee meals during overtime must be made in advance by the supervisor in charge. Scheduling of break and meal periods will occur in conformance with operational requirements. Compensation for the meal period shall be in accordance with applicable law and this Agreement. In callback situations, employees will be provided breaks and meals under the guidelines for regular shifts outlined in 16.3.g.
- g. Phone calls to employees made by the City for the purpose of questions or inquires on work-related subjects, except calls related to scheduling, callback, or absences, outside of regular work hours, will be compensated to the closest tenth (1/10) of an hour, starting at three (3) minutes.
- h. Nothing in this Article shall be construed to require overtime payment at a rate more than one-and-one-half (1-1/2) times an employee's base rate of pay, except for working overtime on a holiday as provided in Article 17.10.

16.3 WORK SCHEDULES

- a. Work schedules of employees who work in a work crew situation shall be posted on bulletin boards in conspicuous places available to employees. Employees who do not work in a work crew situation will be given written notice of their work schedules.

- b. The Union recognizes the City's right to determine work schedules based on its assessment of operational requirements. The City recognizes its obligation to avoid, where practicable, work schedule changes which result in expressed undue hardship to an affected employee.
- c. Work schedule changes of more than two (2) hours will normally be made only after five (5) days notice is given to the employees. Work schedule changes of two (2) or less hours will normally be made only after thirty-six (36) hours notice is given to the employees. The changes will be subject to consultation with the Union and employees upon request.
- d. The City may decide in any situation that it deems an emergency to change work schedules with less than the required notice. Any work schedule change, including emergency work schedule changes, without the required notice will result in the employee(s) affected being paid at the overtime rate for hours worked outside their old work schedule for the first day of the new work schedule.
- e. If a work schedule change does not allow a break of at least ten (10) hours between the old and new work schedules, the affected employee(s) will receive compensation at the overtime rate for all hours of the new schedule that fall within the required time off period.
- f. Any non-emergency work schedule change of more than two (2) hours that requires a full-time employee to work more than six (6) days without at least twenty-four (24) hours off will result in the employee being paid overtime for all hours worked until she or he receives the twenty-four (24) hours off.
- g. Employees whose shift is over 2 hours but less than ten (10) hours shall be entitled to a fifteen (15) minute break period near the mid-point of every four (4) hours of work. Employees who work a ten (10) hour work schedule will be entitled to a twenty (20) minute break period near the mid-point of every five (5) hours of work. Employees shall be entitled to a meal period of at least thirty (30) minutes, at, or near, the mid-point of the work shift, if more than five (5) hours of work is scheduled. However, the meal period for an employee whose regular shift is scheduled for more than five (5) hours, and up to six (6) hours, may be waived if an employee's request not to take a meal period is approved by the supervisor.
- h. The City shall make a good faith effort to avoid split work shifts (work shifts separated by a break of more than one hour). When split work schedules are required, a two (2) hour minimum will be guaranteed for the second portion of the work shift. Compensation for the meal period shall be in accordance with applicable law and this Agreement.

16.4 FLEXIBLE SCHEDULING

Eligibility for overtime compensation for hours worked in excess of eight (8) hours in a day may be waived if mutually agreed to, where the hours are exceeded on one (1) work day and an equivalent amount of time is being taken off within the same work week. If the supervisor requests that an employee flexes time, the employee has the right to refuse.

16.5 ALTERNATE WORK SCHEDULE

The City may establish an alternate work schedule for the work week, such as four-nine (4-9)-hour days and one-four (1-4)-hour day or four-ten (4-10)-hour days, but not solely for the purpose of avoiding overtime. The City agrees to make good faith efforts to accommodate an employee's request for an alternate work schedule within the context of operational requirements.

16.6 EXTRA HOURS

The City agrees to offer extra hours of work available in the employee's classification and division to regular part-time employees when feasible, especially when the need is known in advance so scheduling can be worked out efficiently. Part-time employees desiring extra hours shall be obligated to provide written notice specifying when they will be available to their supervisor. Whenever it is operationally feasible, the supervisor will post the blocks of time available and assign them to those who have expressed an interest on a rotational basis. Consistent with 16.2.c., every reasonable effort will be made to distribute extra hours equitably among eligible employees.

16.7 CODING PARTIAL HOURS WORKED

Any partial hours worked by employees, including overtime, shall be rounded to the nearest tenth of an hour except as noted in Article 16.2.a.

16.8 STANDBY

- a. Employees who are designated by the City to be on off-duty standby status and who are required to be accessible to the City by telephone or other telecommunications device shall receive a standby premium adjustment of one (1) hour straight time pay for each ten (10) hours designated to be on standby status. The one (1) hour straight time pay shall be prorated for employees who are designated to be on standby status for any hours less than ten (10). Employees shall not be designated to be on standby status for less than four (4) hours. Generally employees will not be required to be on standby more than fourteen (14) continuous days, unless there is a compelling business reason to do so.
- b. The standby pay will be in addition to any callback pay for which an employee is entitled under this Agreement.
- c. Standby pay will be given for the actual off-duty hours designated as standby, including assigned standby during lunch periods, but will not include any time that the employee is working overtime contiguous with their work shift.

16.9 CALLBACK

In instances of emergency callback, two (2) hours of overtime will be guaranteed. This eligibility applies to work that is not contiguous with the shift.

16.10 SHIFT DIFFERENTIAL

- a. Employees who have a regular work schedule where the majority of the hours [one-half (1/2) or more of the scheduled hours] worked are between 6:00 p.m. and 8:00 a.m. will receive a shift differential of seventy-five cents (75¢) per hour for all hours worked in the shift.
- b. Employees who are required to have a regular work schedule of more than an eight (8) hour work shift will receive shift differential if four (4) or more hours are scheduled to work between 6:00 pm and 8:00 a.m.
- c. If an employee is assigned to a shift which qualifies for shift differential for at least one (1) full pay period, the shift differential pay will be calculated on a bi-weekly basis as an addition to the base rate of pay. Employees who have a regular work schedule that includes varying hours will receive shift differential for only those shifts that qualify.

Article 17
HOLIDAYS

- 17.1 The City observes the following holidays:
- a. New Years--January 1
Martin Luther King Day--Third Monday in January
Presidents' Day--Third Monday in February
Memorial Day--Observed last Monday in May
Independence Day--July 4
Labor Day--First Monday in September
Veteran's Day--November 11
Thanksgiving--Fourth Thursday in November
Friday following Thanksgiving (see 17.1.e)
During the first year of the contract only, day between December 18 and January 8
(see 17.1.b)
Christmas Day--December 25
 - b. The day off between December 18 and January 8 is to be mutually agreed upon by the supervisor and the employee. If a mutually agreeable day is not available due to minimum staffing requirements or the employee prefers to take the day outside of the specified period, the day may be banked for use by the end of the fiscal year, as described in 17.7.d.
 - c. For general City operations which are not continuous, holidays are observed on the preceding Friday, if they fall on Saturday, and on the following Monday, if they fall on Sunday, unless the operation is scheduled to be open on the actual holiday. For City operations that would generally be open on a Saturday or Sunday, when Saturday or Sunday is the actual holiday, and the operation closes, that day will be the observed holiday.
 - d. For employees working in continuous operations, the holiday is always the actual day of the holiday.
 - e. Employees in work units who are required to work the Friday after Thanksgiving shall have an "alternate" day off for the Friday following Thanksgiving. The City will schedule only those employees necessary to maintain the appropriate service level for the work unit. The alternate day must be used by the end of the fiscal year, except as noted in 17.7.d.
- 17.2 In order to qualify for holiday pay, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday, or have been on authorized leave with pay, or on authorized leave without pay of not more than fifteen (15) calendar days.
- 17.3 Holiday pay for full-time employees is valued at eight (8) hours. For full-time employees who are required by the City to work an alternate schedule, the value of the holiday will be equal to the hours normally scheduled for that day. Employees who are working an alternate work schedule that is not required by the City will be allowed to flex their time during weeks which include holidays if there is work available for them outside their normally scheduled hours and they are not needed by the City to work the holiday
- 17.4 Holiday pay for part-time employees shall be prorated to their regular work schedule, as described in 17.8.b.
- 17.5 FLOATING HOLIDAYS
- a. Regular full-time and part-time employees are eligible for two (2) floating holidays. The floating

holidays will be added to the annual vacation accrual and the appropriate proportional amount will be accrued each pay period throughout the year. Each floating holiday awarded to full-time employees will be worth eight (8) hours.

- b. Full-time employees who are required by the City to work a 4-10 schedule, will be awarded ten (10) hours for each floating holiday. As described in 17.5.a. above, the additional hours will increase the vacation accrual rate for employees assigned to this schedule.

17.6 MONDAY THROUGH FRIDAY OPERATIONS

- a. Working A Holiday: A full-time or part-time employee shall receive compensation for all hours she or he is required to work on the holiday at one-and-one-half (1-1/2) times the established straight time rate in addition to her or his regular holiday pay. Employees can choose compensation in the form of compensatory time or paid time consistent with the operation's service and budgetary requirements.
- b. Holiday Off: When a holiday falls on a full-time or part-time employee's scheduled day off, the last normally scheduled workday before the holiday or the first normally scheduled workday after the holiday, whichever is closer, shall be observed as the holiday.

17.7 MONDAY THROUGH SATURDAY AND MONDAY THROUGH SUNDAY OPERATIONS:

- a. Working A Holiday: When a holiday falls on a full-time or part-time employee's scheduled work day and the operation is open, the employee shall receive compensation for all hours she or he is required to work on the holiday at one-and-one-half (1-1/2) times the established straight time rate in addition to her or his regular holiday pay. Employees can choose compensation in the form of compensatory time or paid time consistent with the operation's service and budgetary requirements. See Article 17.1.e for employees in work units who are required to work the Friday after Thanksgiving.
- b. Operation Closes For Holiday: When an operation closes in observance of a holiday, and the closure falls on a full-time or part-time employee's scheduled work day, the employee shall have the day off as a paid holiday.
- c. Holiday Off: When a holiday falls on a full-time or part-time employee's scheduled day off, the employee will receive an "alternate" holiday. The alternate day must be used by the end of the fiscal year, as described below in section 17.9 b.
- d. Alternate Day Paid Off: In any circumstance where an alternative day is granted and the City is unable to allow the employee time off during the fiscal year, the time will be paid off, as described in 17.9.b.

17.8 HOLIDAY PAY FOR PART-TIME EMPLOYEES

- a. Holiday pay for part-time employees shall be pro-rated to their regular work schedule. If a part-time employee is scheduled to work more hours on a holiday than she or he is entitled to receive, the City will grant the employee the option of taking the additional hours as personal leave or leave without pay, or working the equivalent number of hours on a different day during the pay period unless no work is available.
- b. The number of holiday hours for which a part-time employee in the bargaining unit shall be eligible is based on the standard hours per day designated in the payroll system. The amount of standard hours will be reviewed quarterly in the months of April, July, October, and January of each year and adjusted to reflect any changes in the employee's regular schedule. (For purposes of this calculation, vacation, sick leave, compensatory time, or other forms of paid

leave, shall be counted as hours worked.) The number of holiday hours for new part-time employees will be based on their projected regularly scheduled hours.

17.9 CONTINUOUS OPERATIONS

- a. Working A Holiday: When a holiday falls on an employee's scheduled work day and the employee is required to work, the employee shall receive compensation for all hours worked on the holiday at one-and-one-half (1-1/2) times the established straight time rate in addition to their regular holiday pay. For employees who work a shift where the majority of hours fall between 2:00 p.m. and 6:00 a.m., the work day is the date their shift begins.
- b. Holiday Off: When a holiday falls on an employee's scheduled day off, the employee can either choose to bank the holiday time to be used within the fiscal year or be paid at straight time for the holiday within the fiscal year. If the time is not used or paid for during the fiscal year, it will be paid off with the rate effective on June 30th but can be taken up to the end of the pay period including July 1.

- 17.10 Employees who work overtime, as defined in Article 16.1, on an actual holiday will receive two (2) times their regular rate of pay for all overtime hours. For the purposes of this provision, the Friday after Thanksgiving will not be considered a holiday. Double time will be paid on the actual holiday, not the observed holiday. The day will be determined by when the employee begins working. Double time will be paid for all hours for which the employee would have received overtime had it not been a holiday.

17.11 RELIGIOUS BELIEFS ACCOMMODATION

Employees who have a religious belief that requires them to be absent from work on certain religious holidays should work with their supervisors to schedule the time off. Employees may use their vacation, compensatory time, or flex time for the day, depending on the situation.

**Article 18
VACATIONS**

18.1 VACATION ACCRUAL SCHEDULES

- a. Effective July 1, 2002, the vacation rate was increased to reflect the accrual of two (2) floating holidays as specified in Article 17.5. The schedule is as follows:

Length of Continuous Service in Years	Full-Time Bi-Weekly Accrual Rate	Full-Time Annual Accrual Rate
less than 2	3.692 hours	96 hours
2 but less than 5	4.308 hours	112 hours
5 but less than 10	5.231 hours	136 hours
10 but less than 15	6.154 hours	160 hours
15 but less than 19	6.769 hours	176 hours
19 but less than 24	7.385 hours	192 hours
24 and over	8.308 hours	216 hours

- b. Effective July 1, 2002, the vacation rate was increased to reflect the accrual of two (2) floating holidays as specified in Article 17.3. The schedule for employees who are required to work at least half the year on a 4/10 schedule is as follows:

Length of Continuous Service in Years	Full-Time Bi-Weekly Accrual Rate	Full-Time Annual Accrual Rate
less than 2	3.846 hours	100 hours
2 but less than 5	4.462 hours	116 hours
5 but less than 10	5.385 hours	140 hours
10 but less than 15	6.308 hours	164 hours
15 but less than 19	6.923 hours	180 hours
19 but less than 24	7.538 hours	196 hours
24 and over	8.462 hours	220 hours

- c. Vacation will accrue each bi-weekly pay period based on hours of work and paid leave time coded, in accordance with the accrual rates indicated above. Employees may not use vacation accruals during the first six (6) months of continuous service.
- d. When using personal leave hours (vacation, compensatory time, or floating holidays), part-time employees with a regular work schedule will code vacation hours according to the scheduled hours to be worked per day. Part-time employees without a regular work schedule will code vacation hours based on the standard hours per day designated in the payroll system.
- 18.2 Employees are encouraged to plan and use vacation time when available, except that an employee reaching maximum accrual shall be given reasonable notice to schedule vacation time off. If the City is unable to allow an employee vacation time off, she or he shall be paid for the vacation time at her or his current rate of pay.
- 18.3 Employees are allowed to accrue up to four hundred sixteen (416) hours of vacation time.
- 18.4 Employees terminating after six (6) months of continuous service with vacation accruals shall be paid all accrued vacation hours up to four hundred sixteen (416) hours or two (2) times their current annual accrual rate, whichever is less, at the employee's pay rate at the time of termination.
- 18.5 Employees promoted or transferred shall retain all rights to vacation accrual and eligibility that they enjoyed prior to their transfer or promotion.
- 18.6 Each employee may exercise seniority one time each year in the scheduling of a single vacation period on the vacation schedule established by the department. If senior employees do not exercise their right to request the same days off within a reasonable period of time, the supervisor may approve the time off. If a conflict occurs between approved, scheduled vacations and senior employees scheduling days off outside of the vacation schedule, employees with approved vacations will be given preference. In cases of involuntary transfer, no employee shall lose a previously approved vacation.

- 18.7 Employees who have fifteen (15) or more years of continuous service shall have the option of cashing out a maximum of forty (40) hours of accrued vacation when a minimum of forty (40) hours of vacation are taken in that fiscal year. Employees must have a balance of at least eighty (80) hours of vacation after using the options above. This cash-out may be requested only once per fiscal year and is subject to availability of funds.

Article 19 TOOLS AND EQUIPMENT

- 19.1 Employees in the classification of Mechanic must supply their own tools and equipment unless required tools or equipment are unique to the City's work requirements. Personal tools or equipment shall be in good repair at the time of employment or when this Agreement becomes effective. The City will provide any special tools or equipment. The City shall provide a tool and equipment allowance to Mechanics of twenty dollars (\$20) per pay period.
- 19.2 Employees using City tools or equipment who damage them due to proven negligence or a deliberate act may be required to reimburse the City for the cost of replacing the materials.
- 19.3 The City may require safe work attire. If an employee is required to wear protective clothing or any type of protective device, excluding garments and footwear used by employees as items of personal apparel, it will be provided by the City. The City will provide rain gear, rubber boots, and climbing boots to employees where reasonably required based upon their job duties.
- 19.4 Effective upon the implementation of the contract, employees who are required to wear protective footwear based on their job duties will receive a payment equivalent to the pro-rated amount of reimbursement they would have been eligible for within the previous two (2) year time period, up to a maximum of one hundred fifty dollars (\$150.00) for the purchase or repair of the footwear. Thereafter, eligible employees will receive four dollars (\$4.00) per pay period for the purchase or repair of protective footwear. If an employee has a special needs situation which significantly inhibits her or his ability to find appropriate, required footwear, the City will work with the employee to explore reasonable options to accommodate her or his needs.

Article 20 INDUSTRIAL ACCIDENTS AND ILLNESS

- 20.1 The City provides workers' compensation benefits in accordance with state law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City of Eugene. Benefits will be administered in accordance with Workers' Compensation Law and Administrative Rules of the Workers' Compensation Department or its successor. Complaints arising under provisions of Workers' Compensation Law or Rule are not grievable but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor.
- 20.2 Employees who sustain an injury or illness compensable by workers' compensation, and who are eligible for workers' compensation temporary disability benefits, will receive wage continuation in lieu of temporary disability benefits, which will ensure the employee's regular take-home pay, so long as the temporary disability benefits are due on the claim. The wage continuation and the insurance benefits continuation provided in Articles 21 and 22 will be available for a period of one hundred eighty (180) calendar days from the date the workers' compensation claim becomes disabling, as defined by Workers' Compensation Law.

- 20.3 If an employee is off work beyond the one hundred eighty (180) calendar days from the date the claim is classified as disabling, she or he may use her or his accrued vacation, holiday, compensatory time, and sick leave at her or his discretion in addition to workers' compensation temporary disability benefits, up to the level of her or his normal take-home pay, until the leave time is exhausted.
- 20.4 Medical progress reports may be required to the extent allowed by Workers' Compensation law prior to approval of any industrial accident or illness payments. If the City has offered light duty work for which the employee has been medically released, the employee must accept the light duty assignment or may have loss or reduction of disability benefits as allowed by the Oregon Workers' Compensation Division.
- 20.5 Employees continuing on disability income, who no longer are eligible for the supplemental payments noted in Articles 20.2 and 20.3 above, may continue their City health and accident and life insurances by pre-paying the appropriate amount to the City monthly.
- 20.6 Employees are allowed reasonable time away from work, including reasonable travel time, to seek treatment for an injury or condition covered by workers' compensation.

Article 21

HEALTH INSURANCE

- 21.1 The City shall provide health benefits for eligible employees for non-occupational injuries and illnesses in conformance with the plan documents summarized in Appendix I. All employees and their dependents are eligible for coverage on the first of the month following the employee's date of hire. This program is designed to reduce the financial hardship of employees in case of serious injuries or illnesses. The City shall also provide a dental and vision plan for employees covered under this Agreement.
- 21.2 All employees covered by this Agreement will share in the cost of health insurance as follows:
- a. Beginning July 1, 2005, 0.9 % of wages for full-time employees (32 hours and above) and for part-time employees who elect employee-only coverage will be contributed towards health insurance premiums. Premium cost sharing will be implemented as a pre-tax health insurance deduction which will be reflected on employees' paychecks as a deduction.
 - b. Effective July 1, 2006, the percent of salary contributed to health insurance by full-time employees (32 hours and above) and part-time employees who elect employee-only coverage will be adjusted to an amount equal to five percent (5%) of the total health insurance premium cost for the bargaining unit. The contribution will continue to be processed as a pre-tax health deduction. The percent of salary will be calculated by computing five percent (5%) of the total premium cost for all members of the bargaining unit as of May 1, 2006, divided by the totaled budgeted cost of wages for the following fiscal year for the total unit.
- 21.3 Employees who work a schedule of less than thirty-two (32) hours per week are required to pay for a portion of their health and accident insurance prorated to their work schedule. In such circumstances, the employee shall have the option of electing employee-only major medical, dental and vision coverage under the City Health Plan at no cost. Beginning July 1, 2005, part-time employees who elect employee-only coverage will pay the cost specified in 21.2 above. The employee's contribution to health and accident insurance premiums shall be based on the following levels:

Tier	Standard Hours	Employee Contribution
Tier 1	32.0 - 40.0 hours/week	Same amount as for full-time employees as defined in the Agreement
Tier 2	24.0 - 31.9 hours/week	25% of full-time contributions, based on a tiered rate (two-party, family)
Tier 3	20.0 - 23.9 hours/week	50% of full-time contributions, based on a tiered rate (two- party, family)

- 21.4 The City's contribution to health and accident insurance premiums for part-time employees will be based on the standard hours designated in the payroll system. The amount of standard hours will be reviewed quarterly in the months of April, July, October, and January of each year.
- 21.5 Employees covered by this Agreement may choose to select health insurance under a managed care plan unless a single plan is agreed to and implemented. In this insurance, the City's cost will be limited to the employee's cost for single, two-party and family coverage, not to exceed the City's contribution rate for the City Health Plan for each tier of coverage. The rate calculation for the managed care coverage shall include the cost of prescription drug coverage. Entry to the managed care and City insurance plans are subject to the administrative rules of the insurance company or the Insurance Commissioner of the State of Oregon.
- 21.6 **BENEFITS STUDY GROUP**
- a. The parties agree to participate in a Benefits Study Group with other employee groups during the term of this Agreement. The purpose of the Benefits Study Group is to:
 - 1) Review existing benefits and study alternative approaches to providing benefits for City employees.
 - 2) Offer a forum for employees to become more involved and knowledgeable about their benefits, especially health insurance.
 - 3) Monitor insurance plan costs and utilization.
 - 4) Provide a mechanism for responsibly modifying benefits during the term of the Agreement, with a focus on health plan cost containment.
 - b. The Union will consider modifications of the insurance plans recommended by the Benefits Study Group during the term of this Agreement; however, any such changes shall be subject to mutual agreement between the parties.
 - c. The Union agrees to discuss reducing the two existing health plans to one during the life of the contract. The Union agrees to submit any proposed changes from the Benefits Study Group to the membership for ratification.

Article 22
LIFE INSURANCE

- 22.1 During the life of this Agreement, the City will purchase a term life insurance benefit and an accidental death and dismemberment benefit for covered employees. The scheduled amount for each benefit is one times the employee's current annual regular rate of income rounded off to the nearest thousand dollars or twenty-five thousand dollars (\$25,000), whichever is greater. Both benefits will be paid in the event of accidental death.
- 22.2 For part-time employees the "annual regular rate of income" will be based on the amount of standard hours designated for the employee in the payroll system at the time of loss. The amount of standard hours will be reviewed quarterly in the months of April, July, October, and January of each year and adjusted to reflect any changes in the employee's regular schedule.
- 22.3 If an employee's status regularly changes from part-time to full-time each year due to operational need, the employee's annual rate of earnings will be based on the number of hours worked during the preceding twelve (12) calendar months, or during the period of employment if less than twelve (12) months, but not more than two thousand eighty (2080) hours.
- 22.4 The amount of each benefit will be reduced to sixty-five percent (65%) at age seventy (70) and forty-five percent (45%) at age seventy-five (75).
- 22.5 The City will assume any increase in premiums during the life of this Agreement.

Article 23
RETIREMENT

- 23.1 During the term of this Agreement, the City shall participate in the public employee retirement plans for employees covered by this Agreement, providing benefits equal to or better than those provided by the Public Employees Retirement System (PERS), established in ORS Chapter 238, and in effect as of the effective date of this Agreement, for employees covered by this Agreement. The retirement benefits provided will be those defined in ORS Chapter 238 and may change during the life of this Agreement if the statutes or administrative rules governing the public employee retirement plans are changed. The City will make contributions to the plans as required by law.
- 23.2 To the extent allowed by law, retiring employees shall receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
- 23.3 As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the City agrees to pay six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238 (HB 2020), as the employee's contribution to the employee's IAP account. In the event that the courts overturn the PERS reform legislation creating the IAP, the City will resume paying the employee contribution to PERS (pick-up), as allowed by law.
- 23.4 If, during the life of this contract, the City's payment of the six percent (6%) employee contribution must be discontinued due to a change in state law or a final non-appealable judgment from a court of competent jurisdiction, the City agrees to negotiate with the Union for a comparable level benefit.

Article 24
SAFETY AND HEALTH

- 24.1 The City acknowledges an obligation to provide a safe and healthy environment for its employees, and agrees to do so in accordance with any and all applicable local, state, and federal laws pertaining to health and safety.
- 24.2 The JLMRC shall maintain a Safety and Health Subcommittee to discuss issues of mutual concern and make recommendations to the City Manager and Executive Managers regarding the safety and health of City employees. The committee shall be composed of an equal number of City and Union representatives, not to exceed eight (8) persons. The Union representatives shall be selected by the local Union.
- 24.3 The Safety and Health Subcommittee shall function as provided in OAR 437-40-047 and 437-40-048, and shall develop its own goals and work plan of activities.
- 24.4 To the extent required by law, a Union and City representative of the Safety and Health Subcommittee will be allowed to be present on any safety inspection conducted under the auspices of the State Occupational Safety and Health Division, or its successor.
- 24.5 In the event an employee feels that a work assignment may constitute a danger to her or his health or safety, the employee must notify her or his supervisor as soon as practicable. The supervisor shall make a determination as to whether the work shall continue. If the problem is not resolved to the employee's satisfaction, she or he may raise the issue to the City's Loss Control/Environmental Program Manager. Employees may at any time file a complaint under the procedures of the Oregon Safe Employment Act or its successor.
- 24.6 **COMMERCIAL DRIVER'S LICENSE**
- a. The City will attempt to make assignments to commercial driver's license (CDL) holders covered by this Agreement in a manner that will ensure sufficient opportunity to maintain applicable driving skills. If an employee has not had the opportunity to operate CDL equipment within a six (6) month period of time or she or he is asked to operate a type of equipment for the first time, additional training will be provided.
 - b. Renewal of CDL licenses must be done on an employee's own time. CDL license fees, including renewal fees, must be paid for by the employee. CDL holders are required to pass a physical examination every two (2) years, in accordance with State Law. Employees are allowed to take their required physicals on City time. The City will pay for the physical exam if it is performed by the City physician. If an employee elects to have the physical performed by her or his own physician, the City will reimburse the employee up to an amount equal to the current fee charged by the City physician for the same exam.

Article 25
SICK LEAVE

- 25.1 To reduce the financial burden of time off due to non-occupational illnesses and injuries, employees accrue sick leave at the rate of ninety-six (96) hours for each full-time, full year of service. Sick leave will accrue each bi-weekly pay period based on hours of work and paid leave time coded. There is a limit of nine hundred sixty (960) hours on the amount of sick leave time that can be accrued.

- 25.2 Sick leave may be used for personal illnesses and injuries, family illness, as defined below in 25.6, or for qualified family and parental leave, under state and federal law. It may be used in conjunction with Article 20, Industrial Accidents and Illness and Article 27, Long-Term Disability. Sick leave may also be used for qualified medical care provider appointments. Employees must get prior approval from their supervisor for medical appointments during work hours. Whenever possible, appointments should be scheduled outside work hours. If medical appointments must occur during working hours, employees may request to flex up to two (2) hours of the time within the work week. Sick leave may not be used for illnesses or injuries resulting from outside employment.
- 25.3 Unused sick leave is not compensated for upon termination.
- 25.4 An employee requesting time off due to a non-occupational illness or injury or a medical appointment must charge the time to her or his sick leave accrual. If an employee has no sick leave time accrued, she or he will be placed on leave without pay unless an exception is granted by the City. Exceptions will be granted for chronic, long-term, or catastrophic illnesses only. If an exception is granted, the employee may use other available accruals for sick leave purposes.
- 25.5 **LEAVE DONATION**
An employee who qualifies under the City's Leave Donation Program may receive time donations in catastrophic circumstances, such as a non-occupational life threatening illness, major surgery, or debilitating illness or injury, which would result in the employee going on leave without pay for more than a two (2) week period, as specified in the policy.
- a. An employee is required to use all his or her sick leave and personal leave accruals prior to receiving donations.
 - b. An employee who is receiving donations will continue to be required to use accrued leave while receiving donations.
 - c. The employee who is receiving donations must apply for long term disability (LTD) for any illness or injury that results in the employee being off work for more than six (6) pay periods (12 weeks). The LTD application must be completed, sent, and received by the City's long term disability insurer by the end of the seventh (7th) pay period, or the employee will no longer be eligible to receive donations.
 - d. An employee who is in a qualifying domestic partner relationship, pursuant to the City policy on health insurance coverage, may receive donations for leave taken to care for their domestic partner and family members.
- 25.6 **SICK LEAVE FOR FAMILY MEMBERS**
In addition to qualifying time under state and federal law, employees may use up to three (3) working days of sick leave per occurrence because of an illness of a family member when the employee's presence is necessary for the care of the family member. Family member, for purposes of this provision, is defined as the employee's spouse, children, parents, parents-in-law, and the employee's legal dependents, or other individuals living within the employee's personal household. "Family member" also includes domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship, pursuant to the City policy on health insurance coverage. Exceptions to the three (3) day limit may be granted by the City.

25.7 VERIFICATION OF HEALTH CONDITION

The City may request a doctor's verification of an employee's condition of health. The purpose of the doctor's verification is to ascertain if the employee is really unable to report to work or to confirm that the employee is seeking treatment. When requested, the employee must provide verification satisfactory to the City's physician.

- a. A doctor's verification of illness may be required by the City in cases of frequent use of sick leave or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. In determining whether such pattern suggests abuse of sick leave, the supervisor shall consider the number of days per week and hours per day worked by the employee and particular conditions of the job.
- b. Verification may also be required in any circumstance in which the City determines the employee's health status constitutes an obstacle to performing her or his employment responsibilities. Verification may not be used as a form of discipline.
- c. Normal expenses, if any, resulting from verification of illness not to exceed the usual and customary charges for a doctor's visit will be the responsibility of the employee. Expenditures in excess of the usual and customary charges will be paid for by the City, providing the employee informed her or his supervisor and receives approval for the excess costs prior to incurrence of such liability. The City will not be liable for any expenses resulting from doctor's verification if the employee has abused the sick leave benefits.

25.8 BONUS FOR LOW SICK LEAVE USE

- a. Full-time employees who are absent from work for three (3) working days or less due to non-occupational illness or injury in a fiscal year will receive eight (8) hours of vacation credit. Employees who are at the accrual limit of nine hundred sixty (960) hours on June 30 and who qualify for the vacation credit will receive an additional eight (8) hours of vacation credit. To qualify for the bonus, employees must have been employed for the complete fiscal year and still be employed at the start of the new fiscal year. This benefit will be pro-rated for part-time employees based on the average hours per day during the prior fiscal year.
- b. An employee receiving the vacation bonus may request to be paid for it during the specified pay periods in August. Such requests will be considered by the supervisor within the department's budgetary and service requirements.

25.9 Part-time employees with a regular work schedule will code sick leave hours according to the scheduled hours to be worked per day. Part-time employees without a regular work schedule will code sick leave hours based on the standard hours per day designated in the payroll system

25.10 The supervisor must be notified as soon as possible before, or at the beginning of, the scheduled shift when an employee needs to use sick leave, unless the supervisor gives different directions or the employee has made a concerted effort to contact the supervisor and has been unable to do so. The employee shall be expected to provide the notice personally.

25.11 The Union and the City agree to work jointly and constructively to correct patterns of high rates of absenteeism. In the event the City has notified an employee that sick leave absences are affecting her or his performance, the employee, the supervisor, or the manager may request that the Union assist in a joint meeting with the employee to address concerns.

Article 26
FAMILY MEDICAL AND PARENTAL LEAVE

- 26.1 Eligible employees may take family medical or parental leave as provided under the federal Family and Medical Leave Act of 1993 (FMLA) and under the State of Oregon Parental Leave Law (ORS 659.360) and Family Leave Law (OFLA) (ORS 659.560). See the City's administrative policies for more information or contact Human Resources and Risk Services.
- 26.2 Family member, under FMLA, is currently defined as spouse, child, or parent. Under OFLA, a family member is currently defined as spouse, child, parent, parent-in-law, or same-sex domestic partner. "Parent" includes persons who have day-to-day responsibilities to care for and financially support a child or persons who had the responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. See the City's administrative policies for the most recent family member definitions.
- 26.3 **DOMESTIC PARTNER MEDICAL LEAVE**
Employees who are in a qualifying domestic partner relationship, pursuant to the City policy on health insurance coverage, may take leave to care for the serious health condition of their domestic partner or people with the equivalent family relationships stated in 26.2 above.
- a. The employee may take up to twelve (12) weeks of leave in a twelve (12) month period under this provision if they have not yet taken qualifying family medical leave under federal or state law in the previous twelve (12) months. If they have taken family medical leave, they may only take domestic partner medical leave up to a total of twelve (12) weeks combined domestic partner and family medical leave.
 - b. If an employee takes leave under this provision, the City will provide continuation of health insurance during the twelve (12) week leave, unless the employee has already received health insurance continuation for family medical leave during the previous twelve (12) months.
- 26.4 **LEAVE ACCRUALS**
- a. Eligible employees may use FMLA leave up to twelve (12) weeks in a twelve (12) month period and continue to receive their health benefits in accordance with Article 21.
 - b. Employees may use sick leave, other personal leave, or, if they have exhausted paid leave, may take a leave of absence without pay for the qualifying time.
 - c. Vacation and sick leave accruals will continue while the employee is on FMLA except during any leave of absence coded without pay.
- 26.5 **REQUEST PROCEDURE**
Requests must be made to the employee's supervisor orally or in writing thirty (30) days before the leave is to begin, if the leave is foreseeable. The employee should arrange the leave schedule to minimize disruption in the workplace, if possible. The employee may direct any other questions to Human Resources and Risk Services.

Article 27
LONG-TERM DISABILITY

- 27.1 The City will provide a long-term disability benefit that conforms to the insuring agreements, as set forth in the pre-existing Standard Insurance policy number 406871, for bargaining unit members disabled due to off- or on-the-job injury or illness. The long-term disability benefit will insure sixty percent (60%) of the employee's base salary at the time of the disabling injury or illness. Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. Employees eligible for long-term disability benefits shall not be terminated until one (1) year has lapsed from the first day of total disability. After ninety (90) days from the first day of total disability, the eligible employee will be on leave from the City without pay unless receiving the sick leave benefit as provided in this Agreement.
- 27.2 This benefit shall be available for represented employees regularly scheduled to work at least twenty (20) hours per week or half, or more, of the available hours in a pay period. For part-time employees, the "annual base salary" will be based on the amount of standard hours designated for the employee in the payroll system at the time of loss. The amount of standard hours will be reviewed quarterly in the months of April, July, October, and January of each year and adjusted to reflect any changes in the employee's regular schedule.
- 27.3 If an employee's employment status regularly changes from part-time to full-time each year due to operational need, her or his monthly rate of earnings will be based on the average number of hours she or he worked per month during the preceding twelve (12) calendar months, or during the period of employment if less than twelve (12) months, but not more than one hundred seventy-three (173) hours per month.

Article 28
COMPASSIONATE LEAVE

- 28.1 In the event of a death in the immediate family, employees are entitled to take up to three (3) working days off for compassionate leave. Employees may be granted up to two (2) additional working days by their supervisor, if warranted by the circumstances. Compassionate leave should be taken within two (2) weeks of the death.
- 28.2 For purposes of this Article, immediate family is defined as spouse, parent, step-parent, child, step-child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, foster parent or legal guardian, or any person living in the affected employee's household. Immediate family also includes domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship pursuant to the City policy on health insurance coverage.
- 28.3 The division manager may grant exceptions to the limitations defined above in Articles 28.1 and 28.2 based on the situation.
- 28.4 Compassionate leave shall not be charged to sick leave accumulation.
- 28.5 Employees may be granted compassionate leave with pay of up to four (4) hours to attend the funeral of a coworker. Employees may also be granted leave with pay of up to four (4) hours for other funerals if the employee is serving as a pallbearer.

- 28.6 Vacation, compensatory time, or holiday time may be used to supplement compassionate leave. In some circumstances, the use of sick leave in conjunction with compassionate leave may be appropriate.

Article 29 MILITARY LEAVE

29.1 ANNUAL TRAINING LEAVE

An employee with six (6) months service with the City who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) calendar days in any training year for annual active duty for training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing the employee received bona fide orders to active or training duty for a temporary period, provides them to the City, and returns to her or his position immediately upon expiration of the period for which she or he was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

29.2 MILITARY LEAVE WHILE ON ACTIVE DUTY

Employees called up for active duty will be granted leave without pay in accordance with state and federal laws. See the City's administrative policies for more information or contact Human Resources and Risk Services.

Article 30 WITNESS OR JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond her or his control, and where the duties can be construed to be in the public interest, she or he will be continued at full salary for the period of required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless the fees are earned on an employee's days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required by jury or witness duties. Employees who have been required to report for witness or jury duty outside their regular work schedule may adjust their work schedule, on a hour-for-hour basis, for any time that occurs before or after their shift hours, up to a maximum of their regularly scheduled hours per day, unless there is an operational requirement that precludes allowing the time off.

Article 31 LEAVE WITHOUT PAY

- 31.1 An employee may be granted leave of absence without pay for up to one (1) year when the work of her or his department will not be seriously handicapped by her or his absence. Supervisors may approve leave without pay of up to five (5) working days. Leave requests beyond five (5) days must be in writing and must establish reasonable justification for approval by the City. The requests must be submitted to the City to allow reasonable time for review. Response to a request should be given to allow an employee adequate notice of its disposition prior to the period for which the leave of absence is being requested. Union representation leave, as provided in Article 7, shall be considered reasonable justification. Family medical or parental leave will be considered

reasonable justification for approval of requests for leave without pay which, notwithstanding any other provision of this Agreement, shall be granted as required by law.

- 31.2 Employees on leave without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by FMLA. Except for military leave, family medical leave, and workers' compensation leave, employees' credited years of service and seniority dates will be adjusted to reflect a deduction of the time of a leave without pay. Employee's merit eligibility dates will also be adjusted. Employees on leave without pay status will not accrue vacation or sick leave.
- 31.3 Employees on an approved leave of absence may purchase City health insurance at their own expense. The City may establish procedures for this purchase. Employees on family medical or parental leave shall continue to have health insurance benefits paid as provided in state and federal law.
- 31.4 Except for Union representation leaves, as provided in Article 7, sick leave, as specified in Article 25, and Family Medical and Parental Leave, as specified in Article 26, employees are generally required to use accrued vacation, holiday and compensatory time prior to going on leave without pay.
- 31.5 In the event an employee going on leave without pay requests to save some paid leave time, the request must be made in writing and must specify the reason for saving paid leave. If the request is denied, the denial shall be in writing.
- 31.6 Designated Union employees who take leave without pay for Union business as specified in Article 7.9 for fifteen (15) calendar days or less will receive leave accruals at their current rate for all hours on leave.

Article 32 PERSONNEL RECORDS

- 32.1 The City shall maintain records relative to each employee's performance, including merit increases, performance evaluations, promotions, disciplinary actions, or other matters relative to the status of an employee. The records shall be collectively referred to as the personnel file.
- 32.2 Personnel files of all employees shall be treated in accordance with Oregon's Public Records Law. Access to the personnel files shall be limited to authorized supervisory and management employees, and those clerical employees responsible for maintaining the files. Personnel files shall be available for inspection by an employee upon request. An employee may, by written authorization, grant a Union steward or other representative the right to inspect the employee's files. The employee or an authorized steward or representative may receive copies of documents or request a "certified copy" of the employee's personnel file. A charge may be assessed for providing the copies. Nothing in this Agreement shall be construed as a waiver of the Union's right to information to which it is entitled under the Public Employee Collective Bargaining Act (PECBA).
- 32.3 All documentation must be dated before inclusion in the personnel file. Employees must be given the opportunity to sign any document relating to performance or disciplinary action before it is placed in the employee's personnel file. The document shall include a disclaimer which indicates the employee's signature is only confirming that the employee has received a copy and not indicating agreement or disagreement.

- 32.4 Employees shall have the right to attach a statement of rebuttal to any information placed in the personnel file.

Article 33
DISCIPLINE AND DISCHARGE

- 33.1 Discipline shall normally be progressive, beginning with oral reprimand and proceeding to written reprimand, suspension, demotion, or discharge. Alternate forms of discipline may be used when deemed more appropriate. No one who has completed the initial probation shall be disciplined except for just cause. Any memorandum addressed to an individual employee which includes a warning regarding future discipline will be considered a disciplinary action.
- 33.2 If the City determines there is just cause for discharge, demotion, or suspension, at least five (5) calendar days prior to the effective date, the City shall provide the employee with a notice of disciplinary action, the grounds for the action, and the right to respond either orally or in writing to the person taking the action prior to the effective date.
- 33.3 A copy of any notice of discipline shall be provided to the Union Chief Steward, who shall regard the notice as confidential.
- 33.4 An employee shall have the right to request Union representation at investigatory meetings required by the City, if there is a potential that the discussion will lead to discipline. The employee shall, also, be entitled to have a Union representative present at any pre-disciplinary meeting scheduled for the purpose of an oral response. Unless withdrawn or otherwise resolved, the disciplinary action shall become effective at the end of the response period. Should the City assign the employee to administrative leave during the investigatory period, the employee shall be immediately available by phone and expected to respond to a call from the City within half an hour.
- 33.5 Protests of disciplinary action shall be made through the regular grievance procedure, as set forth in Article 34. An employee who has been discharged or suspended may elect to initiate a grievance at step 2 of the grievance procedure.
- 33.6 When appropriate, the City agrees to make reasonable efforts to resolve work performance problems through positive out-placement and/or the Employee Assistance Program (EAP).

Article 34
GRIEVANCE PROCEDURE

- 34.1 **IMPORTANT PRINCIPLES**
These principles describe the way the Union leadership and the City management (we) choose to manage conflict. They are not, however, grievable in themselves:
- a. Conflict is a natural outgrowth of people working together. We value conflict as an opportunity to work together and solve problems. Suggestions, complaints, or grievances are not viewed as negative, but are seen as a sign of a healthy, productive organization.
 - b. Win-win problem solving is the best. We "get to yes" by focusing on interests rather than positions, by separating people from the problem, by inventing options for mutual gain, and by using objective criteria for deciding on solutions.

- c. Time lines as noted in this procedure are important. They force the parties to identify issues and to respond to them. They help the parties resolve the issues behind the conflict. Supervisors and Union stewards have the responsibility jointly to determine when it serves the interests of all concerned to renegotiate the deadline in order to focus on problem solving or when problem solving is best accomplished within the deadlines.
- d. Problem solving is best done at the level closest to the problem. This means that grievances and complaints are, ideally, resolved in the work team. We support problem solving by ensuring that Union and City organizational interests are included in the problem solving, and that supervisors, stewards, and employees have all available information to assist them in solving the problem.
- e. Real problem solving occurs when participants are free to brainstorm, to freely discuss ideas, and to propose alternatives that might solve the problem or lead others involved in the problem solving to even better ideas. For this reason, some discussions among employees, supervisors, and Union representatives need to be considered "safe", that is, not to be construed as a commitment to a position and not to be used outside the brainstorming environment. Clear, mutual agreements about the safe discussions are to be established prior to the discussion if this option is to be used.
- f. Disclosure is an important element in problem solving. All parties to a grievance or complaint are to fully share information that relates to the problem at hand. The spirit of this procedure is not served when information is withheld for a "win" at a later meeting. Evidence, whether documented or developed through witnesses, is to be shared at the earliest possible time.

34.2 The City and the Union agree it is desirable to resolve problems and issues informally and with the employee(s) involved. In the event a problem related to this Agreement cannot be resolved informally, the grievance procedure outlined in this Article shall be followed.

34.3 Problems or issues which are not related to this Agreement, which cannot be solved informally, may be processed as a complaint under the City's complaint procedure. A copy of the complaint procedure is attached to this Agreement as Appendix H. Although employees do not have a right to representation during the processing of a complaint, the City will accommodate a request from an employee for Union representation throughout the complaint procedure.

34.4 As used in this Article, "days" means calendar days, excluding holidays.

34.5 PROCEDURES

- a. Grievances will be processed in the following manner and within the stated time limits. The event must have occurred within the past twenty-one (21) days or the employee should reasonably have had knowledge of the event for no longer than twenty-one (21) days to be eligible for processing.
- b. The employee and the designated Union representative will be allowed reasonable time, without loss of pay, to present the employee's issue should the meetings occur during working time.
- c. Grievances are processed in the following manner:
 - 1) Consistent with the principle of dispute resolution, any or all time limits specified in this procedure may be waived by mutual consent of the parties. Failure by the employee or

the Union to submit the issue in accordance with these time limits without a waiver shall constitute abandonment of the issue. Failure by the City to respond at any step will constitute a waiver of response allowing the employee to proceed to the next step within specified time limits. An issue may be terminated at any time upon receipt of a signed statement from the employee or the Union that the matter has been resolved.

- 2) An employee may decide to accept a City offer of settlement of an issue at any time. However, a grievance settlement without Union concurrence does not constitute a contractual precedent.
- 3) A grievance settlement does not constitute a contractual precedent, unless the designated Union and City representatives have agreed to the settlement.
- 4) In the event of a public records request, all information related to the grievance will be kept confidential to the extent possible under the law.
- 5) If a grievance involves employees from different work sections, or if the issue involves a subject that could have a broad impact across work sections, the Union may request of the Human Resources Division Manager to start the grievance at step 2 or 3, as appropriate.
- 6) An employee who has been discharged, demoted, or suspended may elect to initiate a grievance at step 2 of the grievance procedure.
- 7) The City agrees to provide information requested by the Union related to a grievance, in accordance with collective bargaining law. All requests will be directed to Human Resources.

34.6 GRIEVANCE STEPS

- a. The employee and/or the employee's union representative should first attempt to informally resolve the issue with her or his immediate supervisor. This informal discussion should include specific facts upon which the grievance is based and the remedy sought.
- b. Step 1
 - 1) If this attempt is not successful, the employee may submit a written notice of a formal grievance to the supervisor with a copy to the Union, within twenty-one (21) days from the occurrence or reasonable knowledge thereof, including:
 - A. a statement of the grievance and relevant facts;
 - B. the specific contract provisions in question; and,
 - C. the remedy sought.
 - 2) The supervisor will respond to the employee in writing within fourteen (14) days, with a copy to the Chief Steward.
- c. Step 2
 - 1) If the issue remains unresolved, it may be submitted in writing to the Division Manager within seven (7) days from receipt of the supervisor's reply, with a copy to the Human Resource Division Manager.
 - 2) The Division Manager, or her or his designee, shall meet with the employee and her or his immediate supervisor and respond in writing within twenty-one (21) days. The employee

may request a Union representative be at the meeting. A copy shall be sent to the Chief Steward.

d. Step 3

- 1) If the issue remains unresolved within fourteen (14) days of receipt of the Division Manager's written reply, the grievance, along with all pertinent written information, shall be submitted to the Executive Manager with a copy to the Human Resources Division Manager.
- 2) The Executive Manager, or her or his designee, will meet with the employee, the Union representative(s), and the Human Resources Division Manager, or her or his designee, and respond in writing to all parties within twenty-one (21) days.

e. Step 4 – Resolution of Grievance

- 1) If the grievance is still not resolved, it may be submitted to grievance mediation, under Article 34.7 below, upon mutual agreement of the City and the Union or, absent such agreement, the Union may submit it within twenty-one (21) days to an arbitrator in the following manner:
 - A. The parties will attempt to negotiate a mutual statement stipulating the issue to be submitted for arbitration.
 - B. A list of five (5) American Arbitration Association (AAA) qualified members shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until one (1) is left. The order of striking shall be determined by lot and shall not require more than one (1) day to complete each strike.
 - C. Neither the City nor the Union may submit any new factual information in arbitration that was not presented previously in the administrative hearings. If, prior to the arbitration hearing, either party discovers new factual information not previously discussed, the parties shall reconvene a step 3 hearing. This meeting may not delay the arbitration hearing unless both parties mutually agree to delay it.
 - D. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting the collective bargaining agreement and determining if it has been violated. She or he shall have no authority to alter, modify, vacate, or amend any terms of the collective bargaining agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be final and binding on both parties.
 - E. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one (1) grievance at the same arbitration hearing. The cost of the impartial arbitrator and the cost of a court reporter or stenographer, if requested by the arbitrator, and transcript of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this procedure shall be kept informal and private, and shall include only the parties in interest and/or designated representatives referred to in this procedure.

34.7 **OPTIONAL MEDIATION**

As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration and shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.

34.8 The parties agree that this Agreement and its provisions are to be enforced solely through the grievance procedure, or as otherwise expressly specified herein.

Article 35
CAREER DEVELOPMENT ASSISTANCE PROGRAM

35.1 The City and the Union shall jointly sponsor and support the Career Development Assistance Program (CDAP), a program which assists employees who wish to develop their careers. The CDAP provides a variety of career development tools, resources, and opportunities for employees. The CDAP will be periodically reviewed by the JLMRC.

35.2 A career development plan is a tool to assist employees in achieving their career goals. The plan identifies an employee's career goals, outlines steps to accomplish the goals, and tracks progress. Employees are not required to complete a plan to access any of the career development tools, resources or opportunities. The plan does not guarantee training opportunities, a promotion, a career development assignment, or any other resource or opportunity offered by the CDAP.

35.3 Career development resources include career counseling through the City's Employee Assistance Program, education aid, classification manuals, job postings, informational interviews, assessment resources, career development contacts, and career development library materials located in Human Resource and Risk Services. The CDAP guidelines can be found on-line on the City's web pages.

35.4 Career opportunities include but are not limited to career development assignments (posted opportunities), special assignments, acting-in-capacity assignments, cross-training opportunities, flex-time, involvement in the Union, participation on task teams or committees, participation in City-sponsored and external trainings, membership in professional organizations, and serving as a career development contact.

35.5 Career development assignments are opportunities for employees to develop skills, gain knowledge, and acquire experience. A career development plan is not required, although a well-crafted plan that includes clearly stated career goals may enhance an employee's competitiveness for an assignment. As part of the career development assignment, the employee and the career development (new) supervisor will discuss and commit to writing the duties of the assignment, the supervisor's performance expectations of the employee, and how performance will be evaluated. Employees who demonstrate an inability to perform in a career development assignment shall be given constructive feedback by the supervisor and may revise their career development plans, but the inability to perform shall not be a basis for negative evaluation in their regular position(s).

Article 36
EMPLOYEE ASSISTANCE PROGRAM

- 36.1 The City shall continue to provide an Employee Assistance Program (EAP) to bargaining unit employees to provide individual, confidential personal, family, financial, and other counseling services. The cost of these services shall be borne by the City for the term of this Agreement. Employees, their immediate families, and members of the employees' households are eligible for up to four (4) visits per problem, per year. The same provider may be used by the City for a wide variety of services, including, but not limited to, training, work group intervention, mediation, and critical incident debriefs. These work-site related services are not part of the "Employee Assistance Program" as defined in this Section.
- 36.2 The Benefits Study Group, a joint labor-management committee, shall monitor and evaluate the EAP and make recommendations concerning selection of the EAP provider to the City's contract administrator, who shall retain final authority, with the understanding that he/she will choose a provider acceptable to the committee.
- 36.3 Participation in the EAP programs for individual counseling services is strictly voluntary. Supervisors or employees may suggest using the services of the EAP to assist in resolving work performance problems.

Article 37
SAVINGS CLAUSE

- 37.1 The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement. They shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.
- 37.2 In the event that any section, subsection, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties shall attempt to bargain a replacement that, to the extent legally allowable, serves the same purpose as the severed language. The bargaining process will be conducted as specified in public employee collective bargaining law and regulations.

**Article 38
TERMINATION**

- 38.1 This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.
- 38.2 This Agreement shall be effective upon ratification, and shall be binding upon the City, the Union, and its members and shall remain in full force and effect through June 30, 2007.
- 38.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though the subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.
- 38.4 After June 30, 2007, this Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the City or the Union gives written notice to the other, not later than January 15, prior to the aforesaid expiration date of the Agreement, of its desire to modify the Agreement. Negotiations will begin no later than March 1. The Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties to this Agreement have executed the same, by their offices and agents as duly authorized on this _____ day of _____, 2004.

FOR THE CITY

FOR THE UNION

Dennis Taylor, City Manager

Lou Sinniger, Representative ,AFSCME Council 75

Lauren Chouinard, Human Resource
and Risk Services Director

Dal Ollek, President

Roberta Pupilli, AFSCME Bargaining Team

Helen Towle, Human Resources
Manager

Bill Ranney, AFSCME Bargaining Team

Wayne Vincent, AFSCME Bargaining Team

Steve DeMeritt, AFSCME Bargaining Team

Kristi Hayden, AFSCME Bargaining Team

Joe Sams, AFSCME Bargaining Team

APPENDIX A-1**SALARY SCHEDULE – HOURLY RATES
July 1, 2004 – June 30, 2005**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Clerk	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Accounting Clerk, Senior	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Accounting Technician	20-0	16.20	16.81	17.54	18.21	19.09	19.88
Administrative Aide 1	04-0	10.47	11.04	11.46	11.90	12.36	12.89
Administrative Aide 2	09-0	11.90	12.35	12.89	13.48	14.02	14.61
Administrative Aide 3	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Administrative Aide 4	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Airport Worker 1	12-0	12.54	13.13	13.63	14.21	14.82	15.55
Airport Worker 2	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Airport Worker 3	19-0	15.61	16.20	16.81	17.54	18.21	19.09
Airport Worker 4	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Animal Technician	14-0	13.37	13.88	14.44	15.00	15.61	16.20
Application Support Technician	20-0	16.20	16.81	17.54	18.21	19.09	19.88
Application Support Technician, Sr	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Auto Service Worker	16-0	13.62	14.30	14.89	15.55	16.20	16.81
Box Office Specialist	09-0	11.90	12.35	12.89	13.48	14.02	14.61
Building Maintenance Worker 1	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Building Maintenance Worker 2	19-0	15.61	16.20	16.81	17.54	18.21	19.09
Building Maintenance Worker 3	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Code Enforcement Inspector	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Concessionaire Coordinator	16-0	13.62	14.30	14.89	15.55	16.20	16.81
Courier/Mail Clerk	04-0	10.47	11.04	11.46	11.90	12.36	12.89
Court Operations Specialist A	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Court Operations Specialist B	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Custodian	06-0	11.14	11.57	12.04	12.54	13.13	13.63
Electrical Inspector	27-0	21.71	22.67	23.64	24.75	25.68	26.85
Electrician 1	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Electrician 2	26-0	20.78	21.71	22.67	23.64	24.75	25.68
Engineering Permit Technician	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Engineering Technician 1	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Engineering Technician 2	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Engineering Technician, Associate	25-0	19.88	20.78	21.71	22.67	23.64	24.75
Fire Maintenance Worker	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Fleet Parts Specialist	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Gardener	20-0	16.20	16.81	17.54	18.21	19.09	19.88
General Service Aide	02-0	9.94	10.34	10.74	11.15	11.57	12.04

APPENDIX A-1**SALARY SCHEDULE – HOURLY RATES
July 1, 2004 – June 30, 2005**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Geographic Information Technician 1	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Geographic Information Technician 2	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Graphic Designer	21-0	16.81	17.54	18.21	19.09	19.88	20.78
HVAC Technician 1	22-0	17.54	18.21	19.09	19.88	20.78	21.80
HVAC Technician 2	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Land Use Review/Survey Technician	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Lead Custodian	13-0	12.89	13.48	14.02	14.61	15.24	15.96
Library Assistant 1	07-0	11.45	11.90	12.35	12.89	13.48	14.02
Library Assistant 2	12-0	12.54	13.13	13.63	14.21	14.82	15.55
Library Assistant 3	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Library Assistant 4	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Maintenance Worker 1	14-0	13.37	13.88	14.44	15.00	15.61	16.20
Maintenance Worker 2	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Maintenance Worker 3	19-0	15.61	16.20	16.81	17.54	18.21	19.09
Maintenance Worker 4	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Mechanic 1	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Mechanic 2	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Park Specialist 1	14-0	13.37	13.88	14.44	15.00	15.61	16.20
Park Specialist 2	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Park Specialist 3	19-0	15.61	16.20	16.81	17.54	18.21	19.09
Park Specialist 4	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Parking Control Officer	14-0	13.37	13.88	14.44	15.00	15.61	16.20
Parking Control Officer, Lead	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Parking Meter Technician	15-0	13.58	14.25	14.82	15.43	16.03	16.64
PC/Network Support Technician	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Permit Specialist 1	09-0	11.90	12.35	12.89	13.48	14.02	14.61
Permit Specialist 2	13-0	12.89	13.48	14.02	14.61	15.24	15.96
Permit Specialist 3	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Permit Technician 1	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Permit Technician 2	20-0	16.20	16.81	17.54	18.21	19.09	19.88
Plumbing Inspector	27-0	21.71	22.67	23.64	24.75	25.68	26.85
Plumbing/Mechanical Systems Tech	25-0	19.88	20.78	21.71	22.67	23.64	24.75
Pool Operator	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Printing Technician 1	16-0	13.62	14.30	14.89	15.55	16.20	16.81
Printing Technician 2	17-0	14.44	15.00	15.61	16.20	16.81	17.54
Program Specialist A	18-0	15.00	15.61	16.20	16.81	17.54	18.35

APPENDIX A-1**SALARY SCHEDULE – HOURLY RATES
July 1, 2004 – June 30, 2005**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Specialist B	20-0	16.20	16.81	17.54	18.21	19.09	19.88
Program Specialist, Senior	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Radio Communication Installer	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Radio Communication Technician 1	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Radio Communication Technician 2	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Recreation Facility Office Coordinator	13-0	12.89	13.48	14.02	14.61	15.24	15.96
Recreation Program Assistant	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Rehabilitation Specialist	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Residential Inspector	27-0	21.71	22.67	23.64	24.75	25.68	26.85
Residential Plan Reviewer	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Stores Clerk	15-0	13.58	14.25	14.82	15.43	16.03	16.64
Structure/Mechanical Inspector	26-0	20.78	21.71	22.67	23.64	24.75	25.68
Technical Specialist 1	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Technical Specialist 2	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Traffic Engineering Technician 1	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Traffic Engineering Technician 2	23-0	18.21	19.09	19.88	20.78	21.71	22.70
Traffic Signal Technician	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Tree Trimmer	21-0	16.81	17.54	18.21	19.09	19.88	20.78
Traffic Signal Ltd Maint Electrician	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Usher Coordinator	16-0	13.62	14.30	14.89	15.55	16.20	16.81
Video Technician	20-0	16.20	16.81	17.54	18.21	19.09	19.88
Wastewater Assistant	18-0	15.00	15.61	16.20	16.81	17.54	18.35
Wastewater Technician 1	22-0	17.54	18.21	19.09	19.88	20.78	21.80
Wastewater Technician 2	24-0	19.09	19.88	20.78	21.71	22.70	23.86
Wastewater Technician 3	26-0	20.78	21.71	22.67	23.64	24.75	25.68
Wastewater Instrument Electrician	24-0	19.09	19.88	20.78	21.71	22.70	23.86

APPENDIX A-2**SALARY SCHEDULE – HOURLY RATES****July 1, 2005 – June 30, 2006**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Clerk	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Accounting Clerk, Senior	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Accounting Technician	20-0	16.56	17.30	18.08	18.89	19.74	20.63
Administrative Aide 1	10-0	10.67	11.15	11.65	12.17	12.72	13.29
Administrative Aide 2	13-0	12.17	12.72	13.29	13.89	14.52	15.17
Administrative Aide 3	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Administrative Aide 4	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Airport Worker 1	15-0	13.29	13.89	14.52	15.17	15.85	16.56
Airport Worker 2	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Airport Worker 3	19-0	15.85	16.56	17.30	18.08	18.89	19.74
Airport Worker 4	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Animal Technician	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Application Support Technician	20-0	16.56	17.30	18.08	18.89	19.74	20.63
Application Support Technician, Sr	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Auto Service Worker	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Box Office Specialist	13-0	12.17	12.72	13.29	13.89	14.52	15.17
Building Maintenance Worker 1	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Building Maintenance Worker 2	19-0	15.85	16.56	17.30	18.08	18.89	19.74
Building Maintenance Worker 3	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Code Enforcement Inspector	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Concessionaire Coordinator	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Courier/Mail Clerk	10-0	10.67	11.15	11.65	12.17	12.72	13.29
Court Operations Specialist A	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Court Operations Specialist B	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Custodian	12-0	11.65	12.17	12.72	13.29	13.89	14.52
Electrical Inspector	27-0	22.53	23.54	24.60	25.71	26.87	28.08
Electrician 1	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Electrician 2	26-0	21.56	22.53	23.54	24.60	25.71	26.87
Engineering Permit Technician	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Engineering Technician 1	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Engineering Technician 2	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Engineering Technician, Associate	25-0	20.63	21.56	22.53	23.54	24.60	25.71
Fire Maintenance Worker	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Fleet Parts Specialist	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Gardener	20-0	16.56	17.30	18.08	18.89	19.74	20.63
General Service Aide	09-0	10.21	10.67	11.15	11.65	12.17	12.72

APPENDIX A-2**SALARY SCHEDULE – HOURLY RATES
July 1, 2005 – June 30, 2006**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Geographic Information Technician 1	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Geographic Information Technician 2	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Graphic Designer	21-0	17.30	18.08	18.89	19.74	20.63	21.56
HVAC Technician 1	22-0	18.08	18.89	19.74	20.63	21.56	22.53
HVAC Technician 2	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Land Use Review/Survey Technician	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Lead Custodian	15-0	13.29	13.89	14.52	15.17	15.85	16.56
Library Assistant 1	12-0	11.65	12.17	12.72	13.29	13.89	14.52
Library Assistant 2	15-0	13.29	13.89	14.52	15.17	15.85	16.56
Library Assistant 3	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Library Assistant 4	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Maintenance Worker 1	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Maintenance Worker 2	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Maintenance Worker 3	19-0	15.85	16.56	17.30	18.08	18.89	19.74
Maintenance Worker 4	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Mechanic 1	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Mechanic 2	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Park Specialist 1	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Park Specialist 2	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Park Specialist 3	19-0	15.85	16.56	17.30	18.08	18.89	19.74
Park Specialist 4	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Parking Control Officer	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Parking Control Officer, Lead	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Parking Meter Technician	16-0	13.89	14.52	15.17	15.85	16.56	17.30
PC/Network Support Technician	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Permit Specialist 1	13-0	12.17	12.72	13.29	13.89	14.52	15.17
Permit Specialist 2	15-0	13.29	13.89	14.52	15.17	15.85	16.56
Permit Specialist 3	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Permit Technician 1	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Permit Technician 2	20-0	16.56	17.30	18.08	18.89	19.74	20.63
Plumbing Inspector	27-0	22.53	23.54	24.60	25.71	26.87	28.08
Plumbing/Mechanical Systems Tech	25-0	20.63	21.56	22.53	23.54	24.60	25.71
Pool Operator	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Printing Technician 1	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Printing Technician 2	17-0	14.52	15.17	15.85	16.56	17.30	18.08
Program Specialist A	18-0	15.17	15.85	16.56	17.30	18.08	18.89

APPENDIX A-2**SALARY SCHEDULE – HOURLY RATES
July 1, 2005 – June 30, 2006**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Specialist B	20-0	16.56	17.30	18.08	18.89	19.74	20.63
Program Specialist, Senior	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Radio Communication Installer	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Radio Communication Technician 1	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Radio Communication Technician 2	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Recreation Facility Office Coordinator	15-0	13.29	13.89	14.52	15.17	15.85	16.56
Recreation Program Assistant	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Rehabilitation Specialist	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Residential Inspector	27-0	22.53	23.54	24.60	25.71	26.87	28.08
Residential Plan Reviewer	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Stores Clerk	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Structure/Mechanical Inspector	26-0	21.56	22.53	23.54	24.60	25.71	26.87
Technical Specialist 1	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Technical Specialist 2	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Traffic Engineering Technician 1	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Traffic Engineering Technician 2	23-0	18.89	19.74	20.63	21.56	22.53	23.54
Traffic Signal Technician	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Tree Trimmer	21-0	17.30	18.08	18.89	19.74	20.63	21.56
Traffic Signal Ltd Maint Electrician	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Usher Coordinator	16-0	13.89	14.52	15.17	15.85	16.56	17.30
Video Technician	20-0	16.56	17.30	18.08	18.89	19.74	20.63
Wastewater Assistant	18-0	15.17	15.85	16.56	17.30	18.08	18.89
Wastewater Technician 1	22-0	18.08	18.89	19.74	20.63	21.56	22.53
Wastewater Technician 2	24-0	19.74	20.63	21.56	22.53	23.54	24.60
Wastewater Technician 3	26-0	21.56	22.53	23.54	24.60	25.71	26.87
Wastewater Instrument Electrician	24-0	19.74	20.63	21.56	22.53	23.54	24.60

APPENDIX A-3**SALARY SCHEDULE – HOURLY RATES****July 1, 2006 – June 30, 2007**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Clerk	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Accounting Clerk, Senior	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Accounting Technician	20-0	16.97	17.72	18.52	19.35	20.22	21.14
Administrative Aide 1	10-0	10.93	11.42	11.94	12.47	13.03	13.62
Administrative Aide 2	13-0	12.47	13.03	13.62	14.23	14.88	15.54
Administrative Aide 3	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Administrative Aide 4	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Airport Worker 1	15-0	13.62	14.23	14.88	15.54	16.24	16.97
Airport Worker 2	17-0	14.88	15.54	16.24	16.97	17.72	18.52
Airport Worker 3	19-0	16.24	16.97	17.72	18.52	19.35	20.22
Airport Worker 4	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Animal Technician	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Application Support Technician	20-0	16.97	17.72	18.52	19.35	20.22	21.14
Application Support Technician, Sr	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Auto Service Worker	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Box Office Specialist	13-0	12.47	13.03	13.62	14.23	14.88	15.54
Building Maintenance Worker 1	17-0	14.88	15.54	16.24	16.97	17.72	18.52
Building Maintenance Worker 2	19-0	16.24	16.97	17.72	18.52	19.35	20.22
Building Maintenance Worker 3	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Code Enforcement Inspector	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Concessionaire Coordinator	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Courier/Mail Clerk	10-0	10.93	11.42	11.94	12.47	13.03	13.62
Court Operations Specialist A	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Court Operations Specialist B	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Custodian	12-0	11.94	12.47	13.03	13.62	14.23	14.88
Electrical Inspector	27-0	23.08	24.12	25.20	26.34	27.53	28.77
Electrician 1	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Electrician 2	26-0	22.09	23.08	24.12	25.20	26.34	27.53
Engineering Permit Technician	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Engineering Technician 1	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Engineering Technician 2	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Engineering Technician, Associate	25-0	21.14	22.09	23.08	24.12	25.20	26.34
Fire Maintenance Worker	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Fleet Parts Specialist	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Gardener	20-0	16.97	17.72	18.52	19.35	20.22	21.14

APPENDIX A-3**SALARY SCHEDULE – HOURLY RATES
July 1, 2006 – June 30, 2007**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
General Service Aide	9-0	10.46	10.93	11.42	11.94	12.47	13.03
Geographic Information Technician1	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Geographic Information Technician2	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Graphic Designer	21-0	17.72	18.52	19.35	20.22	21.14	22.09
HVAC Technician 1	22-0	18.52	19.35	20.22	21.14	22.09	23.08
HVAC Technician 2	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Land Use Review/Survey Technician	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Lead Custodian	15-0	13.62	14.23	14.88	15.54	16.24	16.97
Library Assistant 1	12-0	11.94	12.47	13.03	13.62	14.23	14.88
Library Assistant 2	15-0	13.62	14.23	14.88	15.54	16.24	16.97
Library Assistant 3	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Library Assistant 4	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Maintenance Worker 1	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Maintenance Worker 2	17-0	14.88	15.54	16.24	16.97	17.72	18.52
Maintenance Worker 3	19-0	16.24	16.97	17.72	18.52	19.35	20.22
Maintenance Worker 4	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Mechanic 1	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Mechanic 2	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Park Specialist 1	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Park Specialist 2	17-0	14.88	15.54	16.24	16.97	17.72	18.52
Park Specialist 3	19-0	16.24	16.97	17.72	18.52	19.35	20.22
Park Specialist 4	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Parking Control Officer	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Parking Control Officer, Lead	17-0	14.88	15.54	16.24	16.97	17.72	18.52
Parking Meter Technician	16-0	14.23	14.88	15.54	16.24	16.97	17.72
PC/Network Support Technician	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Permit Specialist 1	13-0	12.47	13.03	13.62	14.23	14.88	15.54
Permit Specialist 2	15-0	13.62	14.23	14.88	15.54	16.24	16.97
Permit Specialist 3	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Permit Technician 1	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Permit Technician 2	20-0	16.97	17.72	18.52	19.35	20.22	21.14
Plumbing Inspector	27-0	23.08	24.12	25.20	26.34	27.53	28.77
Plumbing/Mechanical Systems Tech	25-0	21.14	22.09	23.08	24.12	25.20	26.34
Pool Operator	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Printing Technician 1	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Printing Technician 2	17-0	14.88	15.54	16.24	16.97	17.72	18.52

APPENDIX A-3**SALARY SCHEDULE – HOURLY RATES
July 1, 2006 – June 30, 2007**

Classification Title	Grade #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Specialist A	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Program Specialist B	20-0	16.97	17.72	18.52	19.35	20.22	21.14
Program Specialist, Senior	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Radio Communication Installer	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Radio Communication Technician1	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Radio Communication Technician2	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Recreation Facility Office Coordinator	15-0	13.62	14.23	14.88	15.54	16.24	16.97
Recreation Program Assistant	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Rehabilitation Specialist	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Residential Inspector	27-0	23.08	24.12	25.20	26.34	27.53	28.77
Residential Plan Reviewer	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Stores Clerk	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Structure/Mechanical Inspector	26-0	22.09	23.08	24.12	25.20	26.34	27.53
Technical Specialist 1	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Technical Specialist 2	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Traffic Engineering Technician 1	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Traffic Engineering Technician 2	23-0	19.35	20.22	21.14	22.09	23.08	24.12
Traffic Signal Technician	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Tree Trimmer	21-0	17.72	18.52	19.35	20.22	21.14	22.09
Traffic Signal Ltd Maint Electrician	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Usher Coordinator	16-0	14.23	14.88	15.54	16.24	16.97	17.72
Video Technician	20-0	16.97	17.72	18.52	19.35	20.22	21.14
Wastewater Assistant	18-0	15.54	16.24	16.97	17.72	18.52	19.35
Wastewater Technician 1	22-0	18.52	19.35	20.22	21.14	22.09	23.08
Wastewater Technician 2	24-0	20.22	21.14	22.09	23.08	24.12	25.20
Wastewater Technician 3	26-0	22.09	23.08	24.12	25.20	26.34	27.53
Wastewater Instrument Electrician	24-0	20.22	21.14	22.09	23.08	24.12	25.20

Appendix B UNIT CLARIFICATION

The parties have agreed to the following definitions to be applied in deciding whether a position should be included in the AFSCME unit or whether it should remain non-represented.

1. REGULAR EMPLOYEES

Regular employment occurs when a position is budgeted as regular based on an expectation that the function and the funding will be ongoing in the City workforce. Regular employees must work at least one thousand forty (1040) hours in a calendar year beginning with the first pay period beginning in January.

2. TEMPORARY EMPLOYEES

Temporary employees are those hired to work, except in the Recreation Division, on a temporary, seasonal, occasional, or on-call basis for less than one thousand forty (1040) hours in a calendar year. The same parameter shall apply to temporary positions. Temporary employment is used to supplement the regular work force but not to supplant regular bargaining unit positions. It is not the intent of this Agreement to allow for a temporary position to be filled on a regular, on-going basis at, or close to, half-time from year to year.

3. BENEFITED TEMPORARY RECREATION EMPLOYEES

Benefited Temporary Recreation (BTR) employees are temporary employees working in the Recreation Divisions of Library, Recreation and Cultural Services Department who receive benefits. In order to qualify for BTR status a Recreation temporary employee must meet the following criteria:

- a. Work in a temporary capacity for at least a one (1) year period (twelve (12) consecutive months) and for at least one thousand forty (1040) hours in that year in any of the classifications reflected on the salary schedule attached in Appendix C.
- b. Work at least five hundred twenty (520) hours within the last qualifying period consisting of thirteen (13) consecutive pay periods.

For specific information on BTR employees see Appendix C.

4. LIMITED DURATION EMPLOYEES

- a. Limited duration employees are those hired as full-time or part-time employees for a period of six (6) months to two (2) years. Employees hired in a limited duration position will be members of the bargaining unit and covered by all provisions of this Agreement except as specified below:

Article 9	-Seniority
Article 10	-Probationary Period
Article 11	-Workforce Reduction
Article 33	-Discipline and Discharge

- b. In addition, the following provisions of this Agreement will be modified as indicated:

- 1) Article 16, Hours and Overtime - Overtime will be restricted to paid compensation only.
- 2) Article 21, Health and Accident Insurance - Health, dental, and vision insurance will be provided only for the employee on the City Health Plan. Beginning July 1, 2005, employees will pay the cost specified in Article 21.2. Limited duration employees will be eligible to purchase dependent coverage at their own expense.

- c. In the event a limited duration employee is hired into a regular bargaining unit position, without a break in service, and successfully completes her or his probationary period, the employee will be granted seniority back to the date of hire in the limited duration position.

5. **MANAGERIAL EXEMPT EMPLOYEE**

Employees in the following positions will be considered managerial exempt employees:

- a. A position which requires the development of policy and procedures for approval by legislative or administrative officials and is accountable for exercising independent judgment, discretion, and decision-making.
- b. A position to which authority is delegated to manage a program successfully including latitude to initiate and implement policy or program changes.
- c. A position which requires a relevant degree (at a four-year college), or an equivalent in professional experience and/or graduate degree training. A four-year degree may be characteristic of these positions but not determinative. Position may require professional certificate such as engineer, architect, CPA, etc.
- d. A program management trainee, including a person promoted from a technical occupation and assigned professional duties as defined above is included in this definition. If a City employee is a successful applicant for a program management trainee position, employees in the bargaining unit may retain, at their option, their representation rights during their trainee program.

6. **CONFIDENTIAL, NON-REPRESENTED EMPLOYEE**

- a. Confidential, non-represented employees are regular employees who perform work that is generally covered by the terms of this Agreement but who are exempted from the bargaining unit because of the nature of their assignment as defined by ORS 243 and this Agreement. Confidential employees must perform work that involves the administration of the Agreement, grievance and bargaining preparation, or support of human resources or senior management employees who develop recommendations or make decisions directly related to negotiations and grievances for the City.
- b. The following positions will be identified as confidential, non-represented:
 - 1) One clerical or administrative position for the City Manager and each Executive Manager, unless this role is performed by a supervisory exempt position.
 - 2) All para-professional (Program Specialist) positions in the Human Resource Section of Public Works and the Human Resource and Risk Services Department, except those involved in training and development and general liability.
 - 3) All Administrative Aide IIIs working in Human Resources and those in Risk Services that fall within the above definition.
- c. Either the City or the Union may request a review of a position to discuss the confidential or non-represented status of the position. Should a position that has been confidential, non-represented be changed to represented, the employee will become a member of the AFSCME bargaining unit, in accordance with Article 3, within sixty (60) days of being notified in writing of the decision.
- d. Employees who become bargaining unit members because of a change in their confidential or non-represented status will be given seniority credit based on their date of hire with the

organization. However, their seniority earned while out of the bargaining unit shall not be used in Article 11 to bump during a layoff. All other sections of Article 11 are applicable. Employees who move into the bargaining unit as a result of a change in their confidential status will have any wages or benefits they have been receiving which are greater than those of the bargaining unit red circled for a period of twelve (12) months from the date of implementation of the change.

7. NEW POSITIONS

- a. Except for positions represented by another bargaining unit or exempt positions, the City will notify the Union promptly if it intends to establish a new classification or position, or to reclassify any existing position. If requested, the City will meet to discuss any Union concerns. If, after notice, the Union does not notify the City within five (5) working days of concerns regarding bargaining unit status, the City may implement the classification and unit status proposed. The implementation shall be the mutual agreement of the parties if notice is not received within ten (10) working days. Time limits may be waived by mutual agreement of the parties.
- b. Any disagreements concerning exclusion on the basis of managerial exempt duties of a position from the bargaining unit will be resolved as provided in the November 27, 1985, Mediation-Arbitration Agreement between the City and the Union (Appendix D). The provision of Article 15, Salaries shall apply to the resolution of salary disputes.

8. TEMPORARY REVIEW PROCESS

- a. Both the City and the Union agree that a clear distinction between regular and temporary employees is a significant issue in the labor management relationship and will periodically review the status of temporary employees.
- b. The City will provide the Union quarterly reports on temporary employee usage.
- c. The Union and the City will meet upon request of either party to discuss any potential questions regarding temporary employee usage and will jointly review them. The review process does not guarantee the creation of additional regular positions. The review process may result in improved methods of tracking and reporting the use of temporary employees.
- d. If the review process results in a conclusion that temporary employment of certain employees conflicts with the provisions of this Agreement, and funding for regular employment is not approved, the positions will be eliminated within a reasonable period of time not to exceed thirty (30) days from the end of the defined duration as set forth in the temporary employment definition unless otherwise agreed between the parties.
- e. The City will establish a process that will identify the function performed (e.g. Custodian).
- f. Orientation of newly hired temporary employees shall include information on the City's Unions and organizational philosophy.
- g. Exceptions may be made to the limitations set for temporary employment by mutual agreement of the parties for valid business reasons. Valid business reasons include, but are not limited to, backfill for an employee who has taken a leave of absence or career development opportunity for up to a year, and student internship, training, or placement programs designed to meet specific recruitment needs.

9. ENFORCEMENT

Appendix B, unless otherwise specifically provided herein, will be enforced through the November 27, 1985, Mediation-Arbitration Agreement approved by the parties (Appendix D).

Appendix C
BENEFITED TEMPORARY RECREATION EMPLOYEES

1. The City and the Union agree to apply the terms outlined below to employees who fall in the category referred to in Appendix B as Benefited Temporary Recreation Employee (BTR's).
2. Temporary employees working in the Recreation Division of the Library, Recreation and Cultural Services Department will become benefited employees after they have met the following criteria:
 - a. Worked in a temporary capacity for at least a one (1) year period (twelve (12) consecutive months) and for at least one thousand forty (1040) hours in that year in any of the classifications reflected on the attached salary schedule.
 - b. Worked at least five hundred twenty (520) hours within the last qualifying period consisting of thirteen (13) consecutive pay periods.
3. Hours for qualifying will be reviewed twice yearly. BTR status will start in the first pay period beginning in January for employees who meet the requirements above for the period beginning the preceding May. BTR status will start in the first pay period beginning in July for employees who meet the requirements above for the period beginning the preceding November.
4. To maintain BTR status, employees need to continue to meet the hours requirements as described below on Insurance and must continue to work all qualifying hours in non-exempt Youth and Family Services and Recreation Services positions.
5. Employees will be members of the Union and covered by all provisions of the Agreement except for the following Articles:
 - Article 12 - Posting of Jobs
 - Article 14 - Acting-In-Capacity
 - Article 17 - Holidays
 - Article 25 - Sick Leave
 - Article 31 - Leave Without Pay
 - Article 33 - Discipline and Discharge
 - Article 35 - Career Development Program
6. The following Articles will apply to all BTR employees as modified below:
 - Article 9 - Seniority
 - Article 10 - Probationary Period
 - Article 11 - Work Force Reduction
 - Article 16 - Hours and Overtime
 - Article 18 - Vacations
 - Article 21 - Health and Accident Insurance
 - Article 22 - Life Insurance
 - Article 27 - Long-Term Disability
7. **SENIORITY**
 - a. Employees will start accruing seniority when they become a BTR employee. Seniority for employees who become BTRs on the same date will be determined by the earliest hire date (or rehire date if there is a break in service). When two (2) or more employees have the same hire date, their order of seniority shall be determined by lot. Once determined by lot, the employees' relative seniority shall be fixed.

- b. Employees will not be given seniority credit for any month in which they have no paid time. An employee shall lose all seniority credit in the event of a voluntary or involuntary termination. If an employee does not work temporarily because of a lack of work, it is not considered a termination. However, employees who have not worked for a period of thirteen (13) consecutive pay periods will be terminated. Refusal to accept work when offered an on-going assignment will result in the loss of seniority and BTR status.
 - c. BTR employees will be given preference for work opportunities. All eligible, qualified BTR employees will be notified in writing and considered first, prior to posting the position or considering other temporary employees. Seniority will be one of the factors considered in the hiring of BTR employees. If no BTR employees are hired from the pool of eligible people, the supervisor will provide an explanation to the employees and/or the Union in writing.
 - d. BTR employees who are interested in being offered work on an occasional basis, such as working as a Building Attendant or Building Coordinator for a specific event, should notify their supervisor. The City will maintain a list of interested BTR employees and will offer work opportunities to qualified BTR employees on a seniority basis. If the work offered would result in the employee working more than forty (40) hours in the work week, the employee must get approval from the hiring supervisor prior to accepting the assignment.
 - e. Employees who are hired into a regular position will be given retroactive seniority and leave accrual date credit.
8. PROBATIONARY PERIOD
- a. An employee who has not worked one thousand forty (1040) hours in a consecutive twelve (12) month period in a BTR capacity in a temporary Recreation classification shall not be considered to have seniority and shall have no recourse if terminated.
 - b. An employee who is hired into a new BTR classification must serve a new probationary period. If an employee works in a higher classification in the same series those hours will count towards the probationary period for the lower classification. Failure to succeed in a new classification shall not impact an employee's qualifications and preference in another classification if she or he has already passed probation in that classification.
9. LAYOFF
- a. When there is a lack of work, non-probationary BTR employees shall be laid off in inverse order of seniority in a classification, in a program, at a site.
 - b. BTR employees who have been laid off will be included in the preference pool for work opportunities for a period of six (6) months.
10. SALARIES
- a. Effective July 1, 2004, BTR Employees will be paid in accordance with the schedule in Section 18 below, which reflects a 1.95% increase.
 - b. BTR employees will get the cost of living adjustments for fiscal year 2005-2006 and fiscal year 2006-2007, as outlined in 15.1.b and 15.1.c, except as noted below.
 - c. The parties agree to continue to bargain the cost of living increase for the next two (2) years of the contract for BTR employees who receive an additional pay adjustment due to the increase of the minimum wage rate.

- d. Employees who have been working for twelve (12) months in a classification will have their performance reviewed and if performing satisfactorily will get a four and one half percent (4.5%) increase in their hourly wage, up to the maximum of the Recreation Temporary Salary Schedule rate for that classification. If an employee is working in multiple classifications within a series, the time working in the higher classification will count towards merit eligibility in the lower classification.

11. HOURS AND OVERTIME

- a. BTR employees shall be paid overtime for all hours worked beyond forty (40) in a work week. Overtime will be compensated at one and one-half (1 1/2) times the employees' regular rate. Employees will be restricted to paid compensation only.
- b. BTR employees are not eligible for shift differential pay.

12. PERSONAL LEAVE

- a. Effective September 23, 2001, personal leave will accrue each bi-weekly pay period based on actual hours worked, paid leave time coded in lieu of work, and paid leave time cashed out.
- b. Effective September 23, 2001, each eligible BTR employee will be awarded a one time allotment of leave based on the prorated amount of leave that would have accumulated since her or his last leave award in accordance with the schedule below. This leave will be added to the employee's current leave balance.
- c. After thirteen (13) pay periods in a BTR status, employees will earn personal leave time for every hour worked in accordance with the following schedule:

Length of Continuous Service in Years	Full-Time Bi-Weekly Accrual Rate	Full-Time Annual Accrual Rate
1 to 5	3.692 hours	96 hours
5 to 10	4.308 hours	112 hours
10 +	4.923 hours	128 hours

- d. Based on the program requirements and the scheduling of hours, employees may either be required to cash out the leave accrual or may be allowed to reserve all or part of the accrual to cover holidays and sick days in the upcoming year. Employees are allowed to accrue up to a maximum of one hundred twenty (120) hours of personal leave time.
- e. Leave hours used or cashed out will be counted as hours worked.
- f. For employees who work at more than one (1) rate of pay, leave hours will be cashed out based on an average annual rate.

13. INSURANCE AND OTHER BENEFITS

- a. The City shall provide eligible BTR employees with health, dental, and vision insurance under the City self-insured plan, along with life insurance, and long term disability insurance. Insurance coverage will be provided to the employee only. Beginning July 1, 2005, employees will pay the cost for health insurance specified in Article 21.2. Employees may purchase dependent coverage on the City plan.

- b. Hours will be reviewed in November and May to determine whether a BTR employee will qualify for the next six (6) month insurance period. If employees work at least five hundred twenty (520) hours in the six (6) month period (thirteen (13) pay periods beginning with the first pay period in May or November) without a break in service of longer than thirty (30) days, they will qualify for insurance for the upcoming half of the calendar year (January through June or July through December).
 - c. BTR employees who do not work for one (1) full calendar month must self pay health insurance until they return to work, in order to remain covered for the remainder of the six (6) month period.
 - d. Insurance-eligible BTR employees will be covered by a twenty-five thousand dollar (\$25,000) life insurance benefit and will have long-term disability (LTD) insurance based on the standard hours designated in the payroll system. The standard hours will be updated quarterly based on the average hours worked in the previous twenty-six (26) pay periods.
 - e. BTR employees who are insurance qualified will also be eligible to participate in the City's deferred compensation program, flexible spending account program, and employee assistance program, purchase supplemental life insurance, and receive a free bus pass.
14. **DISCIPLINE AND DISCHARGE**
No BTR employee who has completed the initial probationary period shall be disciplined except for just cause.
15. **TRAINING OPPORTUNITIES**
BTR employees will be considered for training opportunities. However, they will not be eligible for educational reimbursement, career development positions, or transfer opportunities into regular positions.
16. **JOINT REVIEW OF POSITIONS**
The City and the Union agree to meet annually to review the hours worked and assignment of BTR employees to determine if the positions are appropriately designated as BTR positions or are more appropriate as regular positions.
17. The parties agree to bargain a successor agreement to this Appendix, beginning November 15, 2004, to be completed no later than April 30, 2005.
18. Recreation Pay Plan for: Benefited Temporary Employees effective July 1, 2004 to June 30, 2005.

CLASS #	CLASSIFICATION	GRADE	MINIMUM	MAXIMUM
18615	Recreation Assistant	751	7.19	8.96
18635	Rec Activity Leader	752	7.89	9.86
18655	Rec Activity Coordinator	753	9.06	11.35
18675	Instructor I	754	7.89	9.86
18685	Instructor II	755	10.37	12.96
18695	Instructor III (Fitness)	756	13.19	16.50
18715	Lifeguard	757	7.89	9.86
18725	Head Lifeguard	758	9.06	11.35
18308	Building Attendant	762	7.19	8.96
18408	Building Coordinator	763	7.89	9.86
18508	Ballfield Maintenance	764	7.19	8.96

Appendix D
MEDIATION-ARBITRATION AGREEMENT

THIS AGREEMENT is made this 27 (sic) day of November, 1985, by and between AFSCME Local, 1724 and the City of Eugene.

It is our intent to resolve the Unit Clarification dispute between AFSCME, Local 1724 and the City of Eugene, Oregon, now pending before the Hearings Official, by using the process of mediation-arbitration, utilizing Professor Carlton J. Snow as the mediator-arbitrator. He is authorized to resolve all aspects of this dispute using this process. It is our desire to have any parts of the dispute not resolved through mediation to be arbitrated by Professor Snow, and the arbitration proceeding will result in a binding resolution of the dispute. Should arbitration become necessary, the parties agree that the arbitrator's jurisdiction will not be challenged on the basis of the fact that he served as the mediator in the dispute. Likewise, we agree that, should arbitration become necessary, the arbitrator has authority to frame the issue and to consider all information made available to him in any part of this dispute resolution process. The mediator-arbitrator solely shall decide when the parties proceed from mediation to arbitration, if at all.

The parties agree that, as a part of either the mediation or arbitration phase of the process, they will sign a document defining the bargaining unit currently represented by AFSCME, Local 1724, and they agree jointly to submit this bargaining unit definition to the Oregon Employment Relations Board within twenty (20) days of reaching a mediated settlement or receiving an arbitration award in the matter. The parties further agree that this definition shall be the official description of the bargaining unit in the City of Eugene represented by AFSCME, Local 1724. The Union recognizes that it may not challenge this definition of the bargaining unit unless there are new positions added to the work force which the Union believes belong in the bargaining unit or unless current positions undergo substantial change in duties and responsibilities. If such challenges occur, they shall be submitted to the mediation-arbitration process, using Professor Carlton J. Snow. If he is unable to serve, the challenge(s) shall be submitted to a mediator-arbitrator to be mutually selected by the parties from a list of seven names to be obtained from the Oregon Employment Relations Board, all of whom must be certified by the American Arbitration Association for listing on the American Arbitration Association Panel of Labor Arbitrators. The mediator-arbitrator shall be selected from the Oregon Employment Relation Board list by using a striking process, with the winner of the first coin toss to make the first strike.

This Agreement represents a voluntary decision of the parties to remove the Unit Clarification dispute from the jurisdiction of the Hearings Official in order to have the matter resolved through mediation-arbitration. The parties recognize that mediation, and possibly arbitration, of this dispute is in the best interest of the parties and those they represent, and it is our intent to engage in a good-faith effort to reach a mediated settlement of this matter.

Stefan Alan Ostrach
Union
Date: 11-27-85

Michael D. Gleason
City of Eugene

Robert P. Noble
Union
Date: 11-27-85

Appendix E
USE OF ALCOHOL AND DRUGS

1. STATEMENT OF PRINCIPLE

The City and the Union jointly recognize that alcohol and drug use by an employee which adversely affects job performance may constitute a serious threat to the health and safety of the public, the employee and coworkers. It is the policy of the City to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees. The use of, or being under the influence of, alcoholic beverages or controlled substances as defined by the law, excluding any substance lawfully prescribed for the employee's use, shall not be permitted at the work site and/or while on duty. Prohibited conduct is further defined in City policy.

2. NOTICE OF POLICY

All employees will be fully informed of the City's drug and alcohol testing policy and procedures and prohibited conduct before any testing is administered. Newly hired employees will be provided with this information as part of their orientation. No employee shall be tested until this information is provided to him/her.

3. GROUNDS FOR TESTING

Drug or alcohol testing shall only occur in those circumstances where specific, objective facts become apparent to a trained supervisor which lead him/her to believe the employee is under the influence of alcohol or drugs while on the job.

4. RANDOM OR MASSIVE TESTING

Random or massive testing of any kind is prohibited, except as provided for in Section 10.b of this Appendix, or otherwise provided by state or federal laws.

5. DOCUMENTATION

No testing may be conducted without the approval of the employee's supervisor. The supervisor must document in writing the circumstances surrounding the testing and the reasons why the test was ordered. The employee will be provided with a copy of the documentation within twenty-four (24) hours of the conclusion of the test. It shall be the policy of the City that whenever possible, before ordering the testing of an employee, supervisors will consult with the City's Human Resources and Risk Services Director or her or his designee to verify the appropriateness of the testing.

6. TESTING STANDARDS/MECHANISMS

The following standards/ mechanisms shall be observed:

- a. Drug and Alcohol Testing Laboratory: The City and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory or a laboratory licensed through the State of Oregon that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in urine, breath, and blood analysis.
- b. Substances Tested: All urine samples will be tested for chemical adulteration, narcotics, cannabis, PCP, cocaine, amphetamines, and sedatives. Any sample which has been adulterated or is shown to be of a substance other than urine will be reported as such.
- c. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on accepted DHHS standards.
- d. Test Result Standard for Alcohol: Test results for alcohol will be considered positive when the individual's breath or blood alcohol content is four hundredths of a percent (.04%) or greater.
- e. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees:
 - (1) Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them, if agreed to by the City and the Union.

- (2) Alcohol tests shall be performed by standard laboratory breath or blood alcohol analysis. A breath alcohol test will be performed first. If the result is four hundredths of a percent (.04%) or higher, the employee may request either a breath or a blood alcohol analysis for their second test.

7. PROCEDURES USED WHEN THE URINE SAMPLE IS GIVEN

The following procedures shall be used whenever an employee is requested to give a urine sample:

- a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity of the sample and the privacy of the individual.
- b. If a urine sample tests positive, the medical review physician will question the employee on what prescribed medications, controlled substances, and/or over-the-counter medications she or he currently might be using. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
- c. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered, provided it does not unreasonably delay the testing.
- d. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
- e. The sample will first be tested using the screening procedures set forth in Section 6.e of this Appendix.
- f. If the test is positive for the presence of drugs, the employee will be notified of the positive results no later than twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 6.a of this Appendix. If the second test is negative, the results of the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.
- g. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.

8. PROCEDURES USED WHEN THE BREATH SAMPLE IS GIVEN

The following procedure shall be used whenever an employee is requested to give a breath sample:

- a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- b. After the sample has been drawn, and the test is determined by the technician to have been properly executed, if the test results are less than four hundredths of a percent (.04%) , no further testing is necessary.
- c. If the test results exceed the limit of four hundredths of a percent (.04%) alcohol content, the employee shall have the option of repeating the breath test or taking a blood alcohol test as described in Section 8 of this Appendix. If the employee chooses another breath alcohol test, the test will be performed after a mandatory fifteen (15) minute waiting period. In the event that the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action shall be taken.

- d. The employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test.
- e. Each step in the breath analysis testing process shall be documented to establish procedural integrity and chain of evidence.

9. PROCEDURES USED WHEN THE BLOOD SAMPLE IS GIVEN

The following procedure shall be used whenever an employee is requested to give a blood sample:

- a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- b. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
- c. If the test results exceed the limit specified in Section 6.d of this Appendix, the employee will be notified of the results no later than twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 6.a of this Appendix. If the second test is negative, the first test will be discarded. Both samples will be held for seven (7) days and then destroyed.
- d. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.

10. FURTHER PROCEDURAL REQUIREMENTS

In addition to the procedures listed in Sections 7 and 8 of this Appendix, the following procedures shall also be observed:

- a. The City will bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that the second sample produces a negative test, the City will reimburse the employee for the cost of the second sample testing.
- b. Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- c. All test results will be evaluated by a suitably trained physician.
- d. Test results will be treated with the same confidentiality as other employee medical records.

11. CONSEQUENCES OF POSITIVE TEST RESULTS

- a. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Appendix shall be referred to the Employee Assistance Program or drug or alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- b. An employee who has tested positive may be subject to unannounced testing for a one (1) year period following the date of the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during this period, she or he will be subject to immediate discipline, which may include discharge.

12. COSTS

The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement.

13. CALLBACK SITUATIONS

In the event that the City contacts an employee in a callback situation to perform additional duties and the employee has consumed alcohol or drugs in a quantity that may meet the standards for "under the influence" in Section 3 of this Appendix, the employee must decline the request to report for duty and shall suffer no adverse consequences for doing so. If the employee reports to work, he or she shall be subject to the provisions of this Appendix.

14. PRESCRIBED MEDICATIONS

It is the responsibility of an employee for whom drugs have been prescribed to ask the treating physician whether the use of the drug(s) may limit or impair the employee's ability to perform employment related duties safely and efficiently and what restrictions, if any, should be followed. Employees using prescribed medications are responsible for meeting the obligations of Section 1.

15. SEARCHES

For administration of this Appendix, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request a Union representative be present during the search, provided that the search is not unreasonably delayed by accommodating this provision. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

16. INTERFERENCE WITH POLICY

Any activity which purposely interferes with this Appendix will be grounds for disciplinary action. Examples include, but are not limited to, the following: tainting, tampering, or substitution of breath, blood or urine samples; falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol; or failure to comply with the requirements of Section 15.

17. EMPLOYEE RIGHTS

- a. The employee shall have the right to a Union representative up to and including the time the sample is given; however this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- b. If at any point the results of the laboratory testing procedures specified in the Appendix are negative, all further testing of the employee will be discontinued, except as specified in Section 11.b of this Appendix.
- c. The employee will be provided with a copy of the results and all documentation of the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the City.
- d. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

18. If an employee successfully completes a treatment program and is released for duty, she or he shall be returned to her or his regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.

19. This drug and alcohol testing program is initiated solely at the request of the City. The Union shall be held harmless for the violation of any employee's rights by the City arising from the administration of this drug and alcohol program.

Appendix F
COMMERCIAL DRIVER'S LICENSE
RANDOM DRUG AND ALCOHOL TESTING PROCEDURES

1. This Memorandum of Agreement is entered into by the City of Eugene (City) and AFSCME Local 1724 (Union) for the purpose of specifying those City policies which are in addition to the requirements of the Omnibus Transportation Employee Testing Act of 1991 or the rules promulgated by the Federal Highway Administration to implement this Act.
2. Scope of Agreement - This Agreement applies only to those bargaining unit employees who are required to hold a Commercial Driver's License (CDL) as a condition of their employment with the City of Eugene. Nothing in this Agreement is intended to nullify or amend any term or condition in the parties' current contract, other Memoranda of Agreement, policies, practices, and work rules.
3. The random selection and testing will be conducted by the City Physician's office. The City Physician's office will also perform the role of Medical Review Officer. The City's EAP will be used as the Substance Abuse Professional. If the City desires to change any of these arrangements, it will notify the Union sufficiently in advance of any change to allow for consultation.
4. In applying 49 CFR 382.305(i), employees who are required to hold a CDL will be considered to be "waiting to be dispatched" whenever they are working. This means when an employee is notified that they have been selected for random alcohol or drug testing, they will be tested on the day they are notified.
5. The costs of conducting the testing and subsequent employee evaluations will be paid for by the City except that if an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that the second sample produces a negative test, the City will reimburse the employee for the cost of the second sample testing.
6. Under the Federal Highway Administration rules, a tested employee with an alcohol concentration of two hundredths of a percent (.02%) to four hundredths of a percent (.04%) shall not be allowed to perform safety-sensitive functions for twenty-four (24) hours. If a City employee is tested and found to be in this range, they will not be allowed to return to work but will be placed on administrative leave until the beginning of their next scheduled work day. The employee will also be referred to the Employee Assistance Program (EAP) for an initial consultation and every effort will be made to schedule the EAP appointment within this twenty-four (24) hour period. If this is not possible, then the appointment will be scheduled on the employee's next regular work day. If the twenty-four (24) hour period has not elapsed prior to the employee returning to work, they will be assigned other duties outside of their regular classification for the remainder of the (twenty-four) (24) hour period.
7. Prescribed medications authorized by a licensed medical provider which may impair performance must be reported to the employee's direct supervisor. Upon receiving a prescription, it is the employee's responsibility to ask the treating medical provider whether the use of the prescribed medication(s) would adversely affect their ability to safely operate a commercial motor vehicle and to report that information to their supervisor. Such information will be kept confidential and known only by those needing such information.
8. The City will conduct Post-accident testing involving commercial motor operator's as described in part 382.303 of the Federal Motor Carrier Safety Regulations.
9. This Agreement is initiated solely because of implementation of the Omnibus Transportation Employee Testing Act of 1991. The Union shall be held harmless for the violation of any employee's rights by the City arising from the administration of this drug and alcohol testing program.

**Appendix G
JOB FAMILIES**

A. The following list identifies job families to be used in workforce reductions procedures defined in Article 11.

	<u>CLASSIFICATION TITLE</u>	<u>RANGE</u>
1)	Senior Program Specialist	22-00
	Program Specialist B	20-00
	Administrative Aide 4	18-00
	Court Operations Specialist B	18-00
	Program Specialist A	18-00
	Administrative Aide 3	15-00
	Court Operations Specialist A	15-00
	Recreation Facility Office Coordinator	13-00
	Administrative Aide 2	09-00
	Administrative Aide 1	04-00
	Courier/Mail Clerk	04-00
2)	Plumbing Inspector	27-00
	Residential Inspector	27-00
	Structural/Mechanical Inspector	26-00
	Residential Plans Reviewer	23-00
	Code Enforcement Inspector	22-00
	Permit Technician 2	20-00
	Permit Technician 1	18-00
	Permit Specialist 3	15-00
	Permit Specialist 2	13-00
	Permit Specialist 1	09-00
3)	Technical Specialist 2	23-00
	Technical Specialist 1	21-00
	Lead Parking Control Officer	17-00
	Parking Control Officer	14-00
4)	Engineering Permit Technician	22-00
5)	Associate Engineering Technician	25-00
	Land Use Review/Survey Technician	24-00
	Engineering Technician 2	23-00
	Traffic Engineering Technician 2	23-00
	Engineering Technician 1	21-00
	Traffic Engineering Technician 1	21-00
6)	Geographic Information Technician 2	23-00
	Geographic Information Technician 1	18-00
7)	Maintenance Worker 4	22-00
	Maintenance Worker 3	19-00
	Maintenance Worker 2	17-00
	Parking Meter Technician	15-00
	Maintenance Worker 1	14-00
8)	Airport Worker 4	22-00
	Airport Worker 3	19-00
	Airport Worker 2	17-00
	Airport Worker 1	12-00
9)	Park Specialist 4	22-00
	Tree Trimmer	21-00
	Gardener	20-00
	Park Specialist 3	19-00
	Park Specialist 2	17-00
	Park Specialist 1	14-00
	Lead Custodian	13-00
	Custodian	06-00
10)	Mechanic 2	22-00
	Mechanic 1	21-00

	Fleet Parts Specialist	18-00
	Auto Service Worker	16-00
11)	Building Maintenance Worker 3	21-00
	Building Maintenance Worker 2	19-00
	Fire Maintenance Worker	18-00
	Pool Operator*	18-00
	Building Maintenance Worker 1	17-00
12)	Electrical Inspector	27-00
	Electrician 2	26-00
	Electrician 1	24-00
	Traffic Signal Technician	24-00
	Traffic Signal Limited Maintenance Electrician	22-00
13)	HVAC Technician 2	24-00
	HVAC Technician 1	22-00
14)	Plumbing/Mechanical Systems Technician	25-00
15)	WW Instrument Electrician	24-00
	Radio Communication Technician 2	24-00
	Radio Communication Technician 1	22-00
	Radio Communication Installer	18-00
16)	Accounting Technician	20-00
	Senior Accounting Clerk	18-00
	Accounting Clerk	15-00
	Stores Clerk	15-00
17)	Senior Application Support Technician	23-00
	Application Support Technician	20-00
18)	PC/Network Support Technician	23-00
19)	Printing Technician 2	17-00
	Printing Technician 1	16-00
20)	Graphic Designer	21-00
21)	Video Technician	20-00
22)	Library Assistant 4	18-00
	Library Assistant 3	15-00
	Library Assistant 2	12-00
	Library Assistant 1	07-00
23)	Animal Technician	14-00
24)	Recreation Program Assistant	18-00
25)	Concessionaire Coordinator	16-00
	Usher Coordinator	16-00
	Box Office Specialist	09-00
26)	Wastewater Technician 3	26-00
	Wastewater Technician 2	24-00
	Wastewater Technician 1	22-00
	Wastewater Assistant	18-00
27)	Rehabilitation Specialist	23-00
28)	General Service Aide	02-00

B. The list of job families will be reviewed periodically and may be revised to reflect classifications that have been added, deleted, or significantly changed by mutual agreement.

* The classification of Pool Operator will be discontinued when the three (3) current employees leave the classification.

**Appendix H
CITY OF EUGENE
COMPLAINT PROCEDURE**

If an employee has a job-related complaint or problem or a dispute about the interpretation or administration of a City policy or procedure, he/she may use the following complaint procedure to resolve the issue. This procedure may be used by any non-represented employee who is not covered by a collective bargaining agreement for any employment action taken or by represented employees on matters not covered by her or his collective bargaining agreement. A Union-represented employee should use the grievance procedure outlined in her or his Union contract for any dispute related to the administration or application of the contract.

The City believes it is desirable to resolve problems and issues informally. Before beginning a formal complaint process, an employee should discuss the issue with her or his immediate supervisor within the (10) calendar days of the event. If a problem relating to an employment action cannot be resolved informally, complaints should be processed in the following manner:

Step 1

If the attempt to resolve the problem informally is unsuccessful, the employee(s) may submit the complaint in writing to her or his immediate supervisor within twenty (20) calendar days of the event, or of when the employee should reasonably have had knowledge of the event. The written notice shall include the facts upon which the complaint is based, the provision of City policy he/she believes has been violated, and the remedy sought. The supervisor shall respond to the complaint in writing as quickly as possible, but no later than ten (10) calendar days after the complaint is submitted.

Step 2

If after ten (10) calendar days from receipt of the immediate supervisor's reply, the complaint remains unresolved, the employee may submit written notice along with all pertinent written information including a statement of the complaint and relevant facts, the specific provision(s) of the City policy allegedly violated, and a remedy sought to the Division Manager or her or his designee. The Division Manager or her or his designee should meet with the employee within ten (10) calendar days of the receipt of the written notice to review the facts of the complaint. The Division Manager or her or his designee shall respond to the employee in writing within ten (10) calendar days of the meeting.

Step 3

If the complaint is not resolved, within ten (10) calendar days following the response at Step 2, the complaint, along with all pertinent written information, may be submitted to the Department Director with a copy to the Human Resource and Risk Services Director or her or his designee. The Department Director or her or his designee and the Human Resource and Risk Services Director or her or his designee should meet with the employee within ten (10) calendar days of the receipt of the written notice. The Department Director shall render a decision within ten (10) calendar days of the meeting.

Step 4

If the Department Director's decision does not resolve the complaint, it may be submitted, along with all pertinent written information, to the City Manager within ten (10) calendar days following the Step 3 response. The City Manager may choose to hear the complaint, may designate another City manager to hear the complaint, or may refer the complaint to an independent neutral third party if appropriate. The City Manager or her or his designee should meet with the employee within thirty (30) calendar days of the receipt of the written notice to review the facts of the complaint. The City Manager or her or his designee shall respond to the employee in writing within ten (10) calendar days of the meeting. The decision of the City Manager is final.

If a non-represented employee is filing a complaint related to a discharge or a discipline which deprives the employee of something to which he/she has a property right (e.g. suspension or demotion), the employee is entitled to request a full hearing and representation at the Step 4 level of the complaint.

Any or all time limits specified in the complaint procedure may be waived by mutual consent of the parties. The employee or the City may request the extension of time. Such request will not be arbitrarily denied. Failure to submit the complaint in accordance with these time limits without a waiver will constitute abandonment of the complaint. Failure by the City to submit a reply within the specified time without a waiver will allow the employee to move the complaint to the next step.

IMPORTANT NOTE - If an employee's complaint involves an alleged violation of the City's anti-harassment/anti-discrimination policy, anti-violence policy, or an allegation of supervisory misconduct, the employee should contact a management employee in Human Resources and Risk Services immediately.

**Appendix I
SUMMARY OF BENEFITS
FOR
CITY OF EUGENE AFSCME-REPRESENTED EMPLOYEES
Effective January 1, 2005**

Group Numbers: Medical M056, Dental 2796, Vision N222

Benefits	City Health Plan Administered by ODS Health Plans	PacificSource Health Plans
General Information		
Benefit Levels	The City Health Plan uses the ODS /Providence Vantage Preferred Provider Organization (PPO) network. Benefit levels after the deductible: In-Network provider: 80% of discounted rates; Non-Network provider: 50% of reasonable and customary charges.	Under PacificSource, it is necessary for you and your covered dependents to choose a Primary Care Practitioner (PCP). Benefits are paid at the highest level when provided or referred by your PacificSource PCP. Most Non-Network provider benefits are 50% of reasonable and customary charges after co-pay.
Service Area	Worldwide. Service area for PPO includes all Oregon counties. Also Pacific, Wahkiakum, Cowlitz, Clark, Skamania, Klickitat, Benton, Walla Walla Counties in Washington state.	Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Grant, Harney, Hood River, Jackson, Jefferson, Josephine, Lane, Linn, Malheur, Marion, Multnomah, Polk, Sherman, Wasco, Washington, Wheeler, and Yamhill Counties in Oregon.
Choice of Physician	Any qualified physician. While in the service area, you must use a network provider or hospital to receive in-network benefits.	Except for Alternate Care, you must use or be referred by your PacificSource PCP to be paid at the highest benefit level.
Calendar Year Deductibles	\$125 per person medical deductible; \$375 maximum per family. \$50 per person dental deductible; \$150 maximum per family. All benefits paid after the deductible is met unless otherwise noted.	No deductible for medical coverage. Covered under City Health Plan dental coverage.
Out-of-Pocket Rx Maximum	Combined Rx and Medical Maximum. Mail-order Rx not included in out-of-pocket maximums.	\$1,300 per year
Out-of Pocket Medical Maximums	\$800 per person per calendar year in 2005, \$850 in 2006 in addition to the deductible for covered services. Once met, eligible charges are covered in full for remainder of calendar year.	\$1,000 per person each calendar year.
Lifetime Max. Benefit	\$2,000,000	\$2,000,000 for medical coverage.
<i>*This comparison of benefits summarizes the general benefits under each plan. It does not provide a full description of benefits. Please contact the individual carriers for further information.</i>		

Benefits		City Health Plan Administered by ODS Health Plans	PacificSource Health Plans
Pre-existing Conditions			
	Open enrollment	If you have been enrolled for 6 consecutive months in one of the City's health plans, you may transfer at open enrollment without any pre-existing condition limitations.	
	New Eligible Employees & Dependents (Does not apply to newborn or adopted children or pregnancy related conditions)	Benefits limited to \$2,000 during the first 6 months for illness or injuries for which you received treatment in the 90 days before coverage began. The exclusion period will be reduced by creditable coverage under another health plan.	No pre-existing condition limitations under PacificSource Health Plans.
Eligible Dependents		Spouse or domestic partner, and dependent children.	Spouse or domestic partner, and dependent children.
Dependent Children		In addition to other policy requirements, unmarried, dependent children under age 19; or under age 23 if a full-time student in an accredited school. Students must be enrolled for 12 or more class hours per week.	In addition to other policy requirements, unmarried, dependent children under age 19, or under age 23 if they are full-time students (as defined by the policy).
Claims Filing		ID card provided. Claim forms may be submitted by either the patient or the provider.	ID card provided. No claim forms needed for PacificSource.
For more Information		ODS Health Plans Portland Office: (800) 575-9295 Human Resource & Risk Services: (541) 682-5061	PacificSource Customer Service: (541) 684-5582 or (888) 977-9299 www.pacificsource.com
Note: Benefits described below for the health plan options assume plan members receive services preauthorized by their PacificSource PCP or through the City Plan PPO.			
Hospital Services			
Semi-private Room and Board		80% after deductible. (Intensive care room rate 3 times semi-private rate.)*	Paid in full after \$50 co-payment per day (\$250 maximum per stay).
<i>*Subject to compliance with utilization review. Rate adjusted annually.</i>			
Maternity Care			
Hospital Services including Caesarean Sections and Newborn Care		Covered the same as any other medical condition; routine hospital nursery care covered from date of birth; 100% after deductible for delivery at licensed birthing center	Covered in full for outpatient delivery. Inpatient delivery covered in full after \$50 co-payment per day (\$250 maximum per stay).

Benefits		City Health Plan Administered by ODS Health Plans	PacificSource Health Plans
Physician Hospital Services including Prenatal, Delivery and Postnatal Care of Mother and Child		80% after deductible.	Covered in full after \$25 co-payment per pregnancy.
Physician Services			
Office Visits		80% after deductible; 80% no deductible for treatment of accidental injury.	Covered in full after \$15 co-payment per visit.
Allergy Injections		80% after deductible.	Covered in full.
Hospital Visits		80% after deductible.	Covered in full.
Surgery/Delivery			
	Inpatient	80% after deductible.	Covered in full.
	Outpatient	Physician services: 100% In-Network, 50% Non-Network, no deductible. Facility Fee: 80% In-Network, 50% Non-Network, no deductible.	\$15 co-payment for professional services if performed in a physician's office. \$20 co-payment for other outpatient surgery services.
Preventive and Well-Care Services			
Periodic Physical Exams (eligibility by age)		Covered at 80% to a maximum benefit of \$250; no deductible.	Covered in full after \$15 co-payment per visit.
Well-Baby/Child Care		Covered at 80% during first 24 months, no deductible.	Covered in full after \$15 co-payment per visit (subject to schedule).
Immunizations		Covered at 80% for adults and children; no deductible.	Covered in full.
Breast, Pap and Pelvic Exams, Mammography		Covered at 80% once every 12 months, no deductible.	Covered in full after \$15 co-payment (one per calendar year). Mammography subject to schedule of eligibility.
Outpatient Services			
CT Scans and MRI		80% after deductible for illness; 80% no deductible for treatment of accidental injury.	10% co-payment with a \$75 maximum.
X-Ray, Lab Tests and Radiation Therapy		80% after deductible for illness; 80% no deductible for treatment of accidental injury.	10% co-payment with a \$25 maximum.
Rehabilitation (Physical Therapy)		80% after deductible if prescribed by physician.	Covered in full after \$15 co-payment per session; limited to 30 sessions/yr. (combined with Occupational & Speech Therapy). Must be preauthorized.

Benefits	City Health Plan Administered by ODS Health Plans	PacificSource Health Plans
Occupational and Speech Therapy	80% after deductible for certain medical conditions if prescribed by physician.	Covered in full after \$15 co-payment per session; limited to 30 sessions/yr. (combined with Physical Therapy). Must be preauthorized.
Special Provisions		
Mental Health Services & Chemical Dependency including Alcoholism	Benefits provided in accordance with state and federal requirements.	Benefits provided in accordance with state and federal requirements.
Emergency Care		
Within Service Area	80% after deductible for treatment of illness; 80% with no deductible for treatment of accidental injury.	\$100 co-payment per visit; waived if admitted.
Outside of Service Area	80% after deductible for treatment of illness; 80% with no deductible for treatment of accidental injury.	\$100 co-payment per visit; waived if admitted.
Emergency Transportation	80% after deductible for local ambulance service.	\$50 per trip; waived if admitted. Air ambulance covered when preauthorized.
Other Medical Treatment		
Alternate Care	Acupuncture and Chiropractor: 80% after deductible. Office visits to Licensed Naturopaths (\$300 benefit max), Licensed Massage Therapists (\$300 benefit max), and Registered Dietitians (\$200 benefit max): 80% after deductible. Benefit maximums per calendar year as noted. No limitation on number of visits.	Services of Licensed Chiropractors, Licensed Massage Therapists, Registered Acupuncturists & Registered Dietitians; and office visits to Licensed Naturopaths: \$15 co-payment per visit, up to 12 visits (12 total visits combined for all types of alternate care providers) per year.
Hearing Aids	50% of eligible expenses covered after deductible, up to a \$1000 maximum benefit during a 36-month period.	50% of eligible expenses covered up to a \$1000 maximum benefit during a 36-month period.
Home Health Care	Covered in full after deductible when provided by RN or registered physical therapist and prescribed by a physician.	Covered in full when preauthorized.
Hospice Care	Covered in full after deductible.	Covered in full when preauthorized.
Podiatrist	80% after deductible.	Covered in full after \$15 co-pay for non-routine foot care when preauthorized by a PCP.

Benefits	City Health Plan Administered by ODS Health Plans	PacificSource Health Plans
Dental*		
Preventive Dental Care-Exams, Bite-Wing X-Rays, Fluoride, and Routine Cleaning	100% no deductible.	Covered under City Health Plan dental coverage.
Fillings, Restorative Crowns, Denture Repairs	80% after \$50 deductible.	Covered under City Health Plan dental coverage.
Initial and Replacement Dentures and Bridgework	50% after \$50 deductible. Covered only if previous denture or bridgework is more than five years old, and teeth were removed while the covered person was eligible for coverage under this plan.	Covered under City Health Plan dental coverage.
Orthodontia	50% with no deductible. \$2,000 lifetime maximum per covered person.	Covered under City Health Plan dental coverage.
Maximums	First calendar year of coverage: \$250. Each succeeding calendar year: \$1,400.	Covered under City Health Plan dental coverage.
<i>*City's dental plan utilizes participating dentists who have contracts with ODS. Benefit levels for non-participating dental providers are based on the prevailing fee level for covered services.</i>		

For a list of exclusions under your plan, contact the individual carrier or call Human Resource and Risk Services at (541) 682-5061.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
AFSCME LOCAL 1724**

The parties agree that they have made an attempt to share all letters of agreement and have incorporated those intended to be continued into this contract or policy. If additional letters of agreement surface and the effect is more than de minimis, either party may request to bargain their impact if the subjects contained are mandatory subjects of bargaining.

Agreed to this _____ day of _____, 2004.

For the City:

For the Union:

Helen Towle
Human Resource Manager

Lou Sinniger
Council Representative

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF EUGENE,
EUGENE POLICE EMPLOYEES ASSOCIATION
and
AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES**

The Eugene Police Employees Association (EPEA), American Federation of State, County & Municipal Employees (AFSCME), and the City of Eugene agree to changes in bargaining unit representation for the following positions:

1. Effective immediately, position #1863 in the Police, Operations Support Services Division, will be changed from a Police Clerk represented by EPEA to an Administrative Aide II represented by AFSCME. The current employee, Karen Brooks, will remain a Police Clerk and be represented by EPEA until her retirement date in May 2001.
2. Effective immediately, position #252 in Police, Investigations Division, will be changed from a Stores Clerk represented by AFSCME to a Senior Police Clerk represented by EPEA. The incumbent, Donna Coble, will move to the new position at her current pay rate, which is between step 5 and 6 of the pay range, and will be given an increase to step 6 on her next review date.
3. When the current incumbents in the positions #252 and #70 in the Police, Investigations Division, (Donna Coble and Lorraine McGuire) vacate their positions, the positions will be changed from Senior Police Clerks represented by EPEA to Stores Clerk and Administrative Aide III, respectively, represented by AFSCME.

For the City: _____

Date: _____

For EPEA: _____

Date: _____

For AFSCME: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Between
The City of Eugene
and
AFSCME Local 1724

The City and the Union have agreed that there are five (5) positions that are currently occupied by non-represented employees that should be included in the unit. This is an update to the August 6, 1998 agreement. The employees and the current positions they hold are as follows:

1. Charlene Ellis	Staff Assistant	Crime Analysis	Police
2. Jan Bergquist	Staff Assistant	General Liability	HRRS
3. Nora McCoy	Administrative Aide	Administration,	Police
4. Bonnie Harper	Accounting Clerk	Payroll,	ASD
5. Harry Millikin	Traffic Engineering Tech II	Transportation,	Public Works

The Union agreed to allow all of the current incumbents in these positions the option of either being in the Union or remaining unrepresented. If they elected to join the Union within sixty (60) days of the signing of the August 6, 1998 agreement, they would have been given seniority credit in accordance with Appendix B.7 of the current contract. In addition, any salary or benefits they were receiving which are greater than those defined in the Union contract would be frozen for a period of two (2) years from the date they become Union members.

If any of these employees, transfer, promote, or demote to another position that is represented by the Union, this agreement would no longer apply to them.

When any of these positions are filled, the new employee in the position will be represented. If the City plans to delete or reclassify any of these positions, they will notify the Union prior to the implementation of the change and discuss the reasons for the change.

In the future, any incumbents in positions that change from non-represented to represented will be transitioned into the unit in accordance with the provisions of Appendix B and C in the current contract.

For the City

For the Union

Date

Date

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES**

The American Federation of State, County & Municipal Employees (AFSCME) and the City of Eugene agree that Rob Wilhite, a current non-represented employee, may be placed in a position that is represented by AFSCME and remain a non-represented employees. Mr. Wilhite will have the option of either joining the Union or remaining non-represented as long as he remains in a represented position with the City.

The City agrees to pay the Union the sum of \$1350.00 to compensate them for their loss of dues. Should Mr. Wilhite remain a non-represented employee in a represented position three (3) years from the date of this agreement, the City agrees to negotiate additional compensation with the Union.

The City agrees to post two (2) future Program Specialist positions internally over the next year, if available, to allow for promotional opportunities. The City may choose which positions are best suited to create these opportunities. The City can choose to post externally Program Specialist positions of a more technical nature that require specific background in an area of knowledge.

Agreed to this _____ day of _____, 2002.

For the City

For AFSCME

Helen Towle, HR Division Manager

Dennis Gabrielson, President

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF EUGENE
AND
AFSCME LOCAL 1724**

The City and the Union agree to the following regarding working conditions for employees whose jobs may expose them to raw sewage.

- A. The City shall establish a training program covering water borne pathogens.
- B. The City shall allow employees to shower when exposed at any predetermined facility during work hours.
- C. The City recognizes the need for additional shower facilities at 1820 Roosevelt. A plan for additional shower and locker facilities will be incorporated in the PW Maintenance master Plan currently being developed. The Master Plan will identify the location and size of shower facilities to be incorporated in future renovation or expansion of PW Maintenance facilities.
- D. The City shall provide protective clothing.
- E. The City and the Union shall actively participate in the Public Works Safety Committee and the Safety and Health Subcommittee in accordance with Article 25 to promote, plan and coordinate all the above.

Except for #3 above, the City and the Union agree that all other items shall be completed in fiscal year 2001-2002.

For the City

For the Union

Date

Date

**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES**

The American Federation of State, County & Municipal Employees (AFSCME) and the City of Eugene agree to the following regarding the provision of custodial services at the new Main Library.

- 1) The City will fill the custodial positions at the new library with City staff.
- 2) By January, 2004, the City may begin reviewing the staffing requirements, cost and quality of the custodial services provided by City staff.
- 3) If the City is still interested in comparing the City custodial staff with outside contractors, AFSCME will work cooperatively with the City to determine if there is a more cost effective way to provide these services with City staff.
- 4) If after working cooperatively on the staffing analysis, the results show that an outside contractor could meet the City's standards for maintenance and do so at lesser cost, AFSCME will support the processes for contracting according to the collective bargaining agreement..
- 5) The intent of both parties is to continue the effort to develop a competitive services evaluation and costing model through the Joint Labor Management Relations Committee. This model would form the basis for evaluating the City's decision on Library custodial services, if completed in time for application.

This agreement does not abrogate either party's rights according to the collective bargaining agreement.

Agreed to this _____ day of October, 2002.

For the City

For AFSCME

Helen Towle, HR Division Manager

Dal Ollek, President

Lou Sinniger, Council Representative

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF EUGENE AND AFSCME LOCAL 1724**

CERTIFICATION PAY FOR BUILDING INSPECTORS

The following Agreement has been reached by the City of Eugene (City) and AFSCME Local 1724 (Union) for the purpose of implementing the classification structure and certification pay for Building Inspectors. This agreement supercedes all previous certification pay agreements.

1. To reach top step in the Structural/Mechanical Inspector range, an employee must hold A-level certifications in both Structural and Mechanical specialties. If a new employee holds only one A-level Structural or Mechanical certification, they will only be eligible to earn up to step 4 of the pay range.
2. Employees in the Residential Inspector classification are required to have all five residential certifications: structural, mechanical, plumbing, electrical, and manufactured housing inspection.
3. Current employees, who wish to be involved in a career development program to move into the Residential Inspector classification, must commit in writing their intent to participate in and complete the program. Employees who choose to make this commitment will receive the current certification pay of \$30/month for each residential certification held and \$40/month for each A-level certification held outside of their specialty area. When an employee obtains all five residential certifications, he/she will be reclassified into the Residential Inspector classification.
4. In addition to certification pay, employees participating in a City approved training program while employed by the City of Eugene will be given a one-time bonus for successfully obtaining certification for the following:

Electrical certification:	\$500 bonus
Plumbing, structural or mechanical certification:	\$300 bonus

5. Employees in the Residential Inspector classification who possess A-level certifications and are assigned related A-level inspections will receive certification pay in addition to their base pay as follows:

Electrical certification:	\$80/month
Plumbing certification:	\$80/ month
Structural certification:	\$30/month
Mechanical certification:	\$30/month

Agreed to this _____ day of _____, 2004.

For the City:

For the Union:

Helen Towle
Human Resource Manager

Lou Sinniger
Council Representative

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)**

1. Effective July 1, 2005, the City of Eugene and AFSCME agree to adjust the salary schedule, as reflected in Appendix A of the collective bargaining agreement, to establish a uniform percentage of four and one-half percent (4.5%) between each salary range and four and one-half percent (4.5%) between each step within the salary ranges. The squaring plan implemented will not result in any employee receiving less than the specified cost of living increase (see Appendix A-2). We agree to implement the "squaring" of the plan as follows:
 - a) Employees who are not currently at step 6 of their current range or have been on step 6 for less than one year will be laterally moved with their current salary rate on the new range and placed at/or "in-between" steps. The employee's next merit review date will not change. On their next review date, the employees will receive a merit increase to the step that will give them a minimum of three and three-quarters percent (3.75%) increase, not to exceed the top of the range.
 - b) Employees who have been on step 6 of their current range for at least one year as of the date of implementation will be moved to step 6 of the new range and their review date will not change.
2. The City has just completed a review of a number of classifications represented by AFSCME. Effective July 1, 2004, or December 28, 2003 for the classification specified to be implemented retroactively, any employee moving to a higher salary range will receive an increase in accordance with Section 15.6 of the current agreement between the City and AFSCME. Employees merit dates will not change as part of this process.
 - a) For classifications that are moving more than one range, all incumbents will receive an additional step increase on July 1, 2005, up to the top of the range.
 - b) For classifications that are moving more than two ranges, all incumbents will receive another step increase on July 1, 2006, up to the top of the range.
 - c) Employees in the classification of Airport Worker 1 will receive the cost of living increase for July 1, 2004 prior to being placed on the new range. Steve Winn, who is at step 6 of the current range for Airport Worker 1, will have his pay frozen, or red-circled, after the July 1, 2004 increase until the step 6 pay rate of the new range is at or above his rate. Corrine Becker, who is at step 5 of the current range for Airport Worker 1, will be allowed to advance to the rate of step 6 after the July 1, 2004, on her merit date in 2005, and then will have her pay rate frozen, or red-circled, until the step 6 pay rate of the new range is at or above her rate. For both, at the time that a wage adjustment or salary increase would result in the rate being equal to or higher than the employee's current rate, the employee will be placed on step 6 of the range.

Agreed to this _____ day of _____, 2004.

For the City:

Helen Towle, Human Resource Manager

For the Union:

Lou Sinniger, Council Representative

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